

WE INSURE, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “**Agreement**”) is made and entered into as of July 21, 2021 (the “**Effective Date**”), by and between **WE INSURE, INC.**, a Florida corporation (the “**Franchisor**”), and Tony Huynh, a sole proprietor (the “**Franchisee**”)

BACKGROUND INFORMATION

1. Franchisor owns or has the right to license in the operation of *We Insure*[®] franchised agencies certain trademarks, service marks and other commercial symbols, including the trade and service marks WE INSURE[®], WE INSURE[®] and design, and other associated logos, copyrighted works, designs, art, trade dress, trademarks, service marks, commercial symbols, and e-names, and may create, commission, use and license additional trademarks, service marks, e-names, copyrighted works and commercial symbols in conjunction with the operation of *We Insure*[®] franchised agencies (collectively, the “**Licensed Marks**”), the distinctiveness and value of which are acknowledged by Franchisee.

2. Franchisor is engaged in the business of operating, and licensing to others the right to operate, insurance agencies utilizing the Licensed Marks engaging in the business of selling and servicing property and casualty insurance policies, and offering certain other insurance services to the general public using Franchisor’s distinctive format and set of operating procedures (“**Agencies**”).

3. Franchisor has developed a distinctive format (the “**System**”) and set of operating procedures (the “**System Standards**”) for the development and operation of the Agencies.

4. Franchisee has investigated and become familiar with the System, and desires, according to the terms and conditions set forth in this Agreement, to (a) obtain a license to establish and operate an Agency at the location designated in Exhibit 1, (b) operate the Agency using the Licensed Marks and in accordance with the System, and (c) derive the benefits of Franchisor’s training, information, experience, advice, guidance, know-how, and customer goodwill. Franchisor is willing, upon the terms and conditions set forth in this Agreement, to license Franchisee to operate an Agency. The insurance agency Franchisee operates pursuant to this Agreement is the “**Agency**.”

AGREEMENT

For and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisor and Franchisee hereby agree as follows:

1. **CERTAIN DEFINITIONS; OTHER MATTERS.**

(a) The background information and the definitions set forth therein and in the preamble to this Agreement are hereby incorporated into this Agreement by this reference.

(b) In addition to the definitions set forth in the Recitals and elsewhere in this Agreement, the following terms have the following definitions:

“**Agency**” means the franchised location for which you operate.

“**Agency Management System**” means Franchisor’s cloud-based software which allows franchisees to manage information relating to all Client Accounts and client information, Insurance Products, billing, applications and other administrative documents, and staff management and workflows.

“Agent of Record” means the Person designated on a Company’s records as the agent or representative regarding a specific Insurance Product and the owner of all commissions paid thereon.

“Affiliate” means, with respect to any entity, any Person that controls, is controlled by, or is under common control with, the subject entity. A Person that controls an Affiliate is an Affiliate of such entity. The term **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract, or otherwise.

“Change in Equity Controls” means a change in the Designated Agency Manager.

“Claim” means any suit, claim, demand, cause of action, administrative, regulatory or judicial action, proceeding (including condemnation or appropriation proceedings), hearing, written notice, arbitration, investigation, request for information, litigation, charge or complaint.

“Client Account” means a Person who has an Insurance Product purchased, serviced, renewed or delivered from Franchisor or its Affiliates through Franchisee. Franchisor owns all Client Accounts.

“Commissionable Premiums” means that portion of the Gross Premiums upon which each Company will pay to Franchisor or its Affiliates the Sales Commissions.

“Conditional Assignment” means the Conditional Assignment of Telephone Numbers, Domain Names, Accounts, and Listings attached as Exhibit 5.

“Confidential Information” means Franchisor’s proprietary and confidential business information relating to the System, including, but not limited to: (i) the Manual; (ii) sales, marketing and advertising programs and techniques; (iii) the identity of suppliers and knowledge of specifications and pricing for authorized products, supplies and equipment; (iv) the identities and any lists of Client Accounts and client prospects; (v) Insurance Product expiration lists; (vi) all other Client Account records, documents and information; (vii) computer systems and software programs, including the Internet-based WE Agency Management System; (viii) site selection criteria; (ix) customer service standards and protocols; and (x) promotional and marketing strategies.

“Controlling Interest” means ownership of at more than 51% of the outstanding capital stock or other equity or voting interests in Franchisee and/or the right to control the management and operations of Franchisee and the Agency; however, all owners of the Franchisee must sign this Agreement (which signatures must be notarized) or a joinder agreement in a form acceptable to the Franchisor. Section 14 (d) iii of the Franchise Agreement requires any changes requested by you pertaining to your business entity, designated manager, or any change whatsoever must have the signature of the controlling member for whom owns 51% or more of the equity ownership in the business entity or requires those members that equal 51% or more equity ownership signatures to all requested changes. If such signatures are not received, Franchisor shall have the right to suspend the Agency in accordance with Section 16(f) of this Agreement.

“Designated Carrier” means insurance companies issuing, brokering, selling or making a market for Insurance Products and with whom Franchisor has agreements to sell Insurance Products which have a current contract with Franchisor.

“Designated Manager” means the individual appointed as the person for whom will be trained by us and responsible for the day to day operations, and supervision of the insurance policies quoted and bound by and on behalf of the Agency. This individual will be the person for whom the Franchisor sends and receives communication to or from in regard to the operations of the Agency.

“Designated State” means states in which Franchisee may sell Insurance Products and provide Insurance Services, as such states are designated by the Franchisor to Franchisee from time to time.

“Disability” means, with respect to Franchisee or Franchisee’s Principal (the **“Disabled Party”**), that Franchisee or Franchisee’s Principal is unable for a period of 60 consecutive days to satisfactorily perform its regular duties and responsibilities under this Agreement. If Franchisor determines that Franchisee or Franchisee’s Principal has suffered a Disability, and Franchisee or Franchisee’s Principal disputes such determination with respect to such Disability, the following procedure shall be followed: A licensed physician in the state in which the Site is located shall be chosen by the Franchisor and a licensed physician in the state in which the Site is located shall be chosen by Franchisee or Franchisee’s Principal (or, if unable to do so, its guardian or fiduciary) claiming or disputing the Disability, and these two physicians shall choose a third physician licensed to practice in the state in which the Site is located, and a majority decision of said three physicians shall be binding on all parties as to the Disability of Franchisee or Franchisee’s Principal as defined in this Agreement. The costs of such examinations shall be borne by Franchisor, if Franchisee or Franchisee’s Principal is not determined to have a Disability, or by Franchisee if Franchisee or Franchisee’s Principal is determined to have a Disability.

“Gross Premiums” means the total premium, fees or other amounts due from the sale, renewal, service or delivery of Insurance Products, including all Sales Commissions paid thereon.

“Guarantors” means the individual owners of direct or indirect interests in Franchisee, or if the Franchisee entity is a wholly owned subsidiary of a parent entity, the individuals that own the parent entity.

“Initial Marketing Package” means the internal signage and posters, assorted branded stationery items, branded business cards, digital presence set up, to establish your Agency.

“Insurance Products” means any and all Insurance Services, and/or any and all insurance policies, services, coverages, or products associated with sold, delivered, serviced, or renewed by Franchisee to any Person.

“Insurance Services” includes, but is not limited to, insurance services such as the sale, renewal, service or delivery of insurance policies, annuities, insurance brokering services, and insurance customer services.

“Manual” means our confidential operating manual as it may be amended from time to time.

“Non-Principal” means, where the Franchisee is a corporation, limited liability company, partnership, joint venture, or other business entity, the persons specified in Exhibit 3 other than the Principal that own the Franchisee entity (or if the Franchisee entity is a wholly owned subsidiary of a parent entity, the individuals, other than the Principal, that own the parent entity), each of whom shall also be a Guarantor and complete Exhibit 3. Non-Principals shall have no authority to bind the Franchisee.

“Person” means any individual, sole proprietorship, partnership, joint venture, trust, association, corporation, limited liability company, institution or other entity.

“Principal” means (a) if the Franchisee is an individual, such individual, or (b) if the Franchisee is a corporation, limited liability company, partnership, joint venture, or other business entity, the person that owns a majority of the Franchisee entity (or if the Franchisee entity is a wholly owned subsidiary of a parent entity, the individual that owns

a majority the parent entity). Such Principal shall be specified on Exhibit 3 as the person with whom Franchisor is entitled and authorized to transact business with and who will have the authority to bind the Franchisee. The Principal shall, along with all Non-Principals, be a Guarantor of Franchisee's obligations under this Agreement, and shall complete Exhibit 3.

"Post Opening Fees" means the amount we charge against your Agency on a monthly, quarterly, semiannual, or annual bases. These fees can be modified at any time or at our discretion, or when we negotiate cost for our vendors on behalf of the We Insure Network, Systems, and Agencies.

"Sales Commissions" means commissions paid by the Designated Carriers to Franchisor or its Affiliates or assigned by Franchisee to Franchisor or its Affiliates for the sale, renewal, service or delivery of a specific Insurance Product through Franchisee. The parties acknowledge and agree that the Sales Commissions are based upon Commissionable Premiums. However, Sales Commissions will not include commissions paid from any carrier that has withdrawn the Franchisee's appointment from the date of such withdrawal.

"Site" means an establishment located at the address listed on Exhibit 1, and includes the real estate, furniture, fixtures and equipment, together with all appurtenances, now or thereafter available or made available to Franchisee by any Person, together with all easements, entrances, exits, rights of ingress and egress and any improvements.

"Website" means Franchisor's Internet home page which is located at <http://www.weinsuregroup.com>.

(c) Franchisor may from time to time add to, amend, modify, delete, or enhance any portion of the System (or the Licensed Marks) as may be necessary in Franchisor's sole judgment. Except where otherwise indicated in this Agreement, Franchisor agrees to use reasonable business judgment in the exercise of its rights, obligations and discretion under this Agreement, which means that Franchisor's determination shall prevail even in cases where other alternatives are also reasonable so long as Franchisor is intending to benefit or is acting in a way that could benefit the System and/or enhance the value of the Licensed Marks, increase client satisfaction, or minimize brand or location confusion. Franchisor shall not be required to consider Franchisee's particular economic or other circumstances when exercising its reasonable business judgment.

(d) Reference to terms defined in this Agreement shall include the plural or singular forms of such terms and the male, female, or neutral gender thereof, as appropriate.

(e) The use of the words **"herein"**, **"thereof"**, **"hereof"**, **"hereinafter"**, **"hereinabove"**, **"hereinbelow"** and other words of similar import shall be deemed to refer to this Agreement as a whole and not to a specific Section, Subsection or paragraph thereof.

(f) In rendering the services it is to provide to Franchisee hereunder, Franchisor shall have the right, at its sole discretion, to be assisted by Affiliates or third parties, and, accordingly, some or all of the services which Franchisor undertakes to provide under this Agreement maybe delegated to or provided by such Affiliates or third parties.

2. GRANT OF FRANCHISE

(a) Subject to all of the terms and conditions of this Agreement, Franchisor grants to Franchisee the limited and nonexclusive right to utilize the Licensed Marks and, in connection with, establish and operate one of the following under the System solely at the Site:

^{DS}

_____ Select;
 _____ Premier.
 (please check appropriate Agency type)

If no specific site has been selected as of the date of execution of this Agreement, subject to Franchisor's approval of the site, Exhibit 1 identifying the Site shall be completed upon selection of a site by Franchisee and shall become a part of this Agreement. The rights granted in this Agreement are referred to as the "**Franchise.**"

(b) Franchisor does not grant Franchisee any territorial rights whatsoever and reserves the rights not otherwise expressly granted hereunder.

(c) Franchisor may, in any manner and on any terms and conditions Franchisor deems advisable, compete with Franchisee. Franchisor may in Franchisor's sole discretion (and Franchisee does not have the right), to approve the placement of other We Insure® franchisees utilizing the Licensed Marks and the System, either owned by other franchisees or by Franchisor or its Affiliates, at any location even if they compete with the Agency. Franchisee can solicit, sell and otherwise provide Insurance Services to potential customers regardless of where the customers reside, however, Franchisee is restricted geographically to soliciting, selling and otherwise providing Insurance Services only to customers residing within the state where the Site are located, or any other Designated State. Conversely, Franchisor and other We Insure® franchisees are permitted to solicit, sell and otherwise provide Insurance Services to customers who reside anywhere with no compensation to Franchisee. Franchisor may offer and sell other products and services using the Licensed Marks and the System or identified by other brands that Franchisor or Franchisor's Affiliates control through distribution channels other than We Insure® franchises (including without limitation, telemarketing, e-commerce, Internet marketing, television, newspapers, and any other advertising medium) to customers located anywhere. Franchisee is prohibited from soliciting, selling and otherwise providing Insurance Services in any channel of distribution not authorized in this Agreement. Franchisee is prohibited from soliciting, selling and otherwise providing Insurance Services for its own account through an independent website, social media sites or e-commerce without Franchisor's prior written permission. Franchisee must use Franchisor's approved vendor to build an approved independent website. Franchisee may not use any other website, Franchisor's carriers' logos or any Carrier's website without Franchisor's prior written approval. Franchisee acknowledges and agrees that the Franchise relates solely to the Site and the Agency located thereon, and affords Franchisee no right to construct or operate any additional, expanded or modified facilities on the Site, nor any right to construct or operate the Agency at any location other than the Site. Franchisor may operate or franchise another to operate an agency or business using a dissimilar name, decor and format without restriction. Franchisor or its Affiliates may establish other franchises or company-owned outlets selling similar products or services under a different trade name or trademark, at any location regardless of its proximity to the Agency. Franchisor and its Affiliates reserve the right, in their sole discretion, to use the Licensed Marks and the System, and license others to use the Licensed Marks and the System, to engage in any other activities not expressly prohibited by this Agreement.

(d) Franchisee must receive Franchisor's approval prior to relocating the Agency to a new Site. Franchisee shall give Franchisor at least thirty (30) days written notice of its intention to relocate and request for approval on such forms and with such accompanying data and materials as Franchisor specifies from time to time in the Manual or otherwise. Franchisor may charge its then-current reasonable relocation fee Franchisor will not be obligated to review the request until it has received payment and all information it requires. Upon approval of Franchisee's intent to relocate, Franchisee must procure a new location acceptable to Franchisor under the same terms and conditions as those imposed on the Site at least ninety (90) days prior to closing operations at the Site and open for business at the new location within thirty (30) days of closing operations at the

Site.

(e) Exhibit 3 contains information regarding the nature, form and composition of Franchisee and its designated Principal and the Non-Principals. Franchisee represents that Exhibit 3 is true, correct and accurate. Franchisee must update Exhibit 3 and provide the update to Franchisor immediately for any changes, some of which require Franchisor's consent pursuant to this Agreement, including, without limitation, any change to the Principal or Non-Principals of the Franchisee. Franchisor is entitled to rely on all communications, decisions, directions and signatures from the Principal as fully authorized by, and binding upon, Franchisee. Franchisee may not change the Principal without Franchisor's prior consent, which may be conditional as Franchisor deems appropriate (including signatures (notarized or otherwise) from all owners, court orders, etc.). Franchisor may also impose such conditions before accepting and implementing any requests for Agency changes, including, but not limited to, bank account changes, commission modifications, relocations, adding or removing owners, etc.

3. TERM AND RENEWAL

(a) This Agreement will expire on the date that is five years after the Effective Date (the "**Expiration Date**"). The first five years of the Agreement is the "**Initial Term**."

(b) On or before the date that is ninety (90) days before the Expiration Date, Franchisee may request a renewal of this Agreement for an additional term of 5 years (the "**Renewal Term**") if, in Franchisor's sole discretion, (i) Franchisee is not in default under this Agreement, (ii) is operating the Agency pursuant to Franchisor's General Standards of Operation in accordance with this Agreement, (iii) Agency is meeting Franchisor's Production Standards; (iv) Franchisee has or will have the right to continue to occupy the Site; (v) Franchisee's Principal, Designated Manager, Non-Principals, employees, representatives, and agents meet and are in compliance with Franchisor's then current qualifications and training requirements. Franchisee is not eligible for renewal if conditions (i) - (v) are not met. Franchisee shall exercise its option to seek renewal by giving Franchisor written notice of Franchisee's election to renew not less than ninety (90) days prior to the Expiration Date; otherwise, such renewal right shall expire automatically. If Franchisee exercises its option to renew, then at least thirty (30) days prior to the Expiration Date, Franchisee shall comply with Franchisor's then-current renewal requirements including, but not limited to: (A) provide new Owner's Statements with the then current Principal, Non-Principals, Designated Manager or any proposed changes thereto; (B) execution of Franchisor's then-current form of Franchise Agreement; (C) the Principal and each Non-Principal must execute a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its Affiliates, and their respective officers, directors, attorneys, shareholders and employees, and a guarantee, in a form satisfactory to Franchisor; (D) a requirement that Franchisee update all signage to conform to System Standards, and (E) The franchisor does not have any obligation to notify the franchisee of their renewal, therefore in order for the franchisee to avoid disruption in their business it is the franchisees responsibility to abide by the Term and Renewal notification process to be considered for renewal.

(c) The Initial Term and the Renewal Term shall collectively be referred to in this Agreement as the "**Term**."

4. INITIAL FRANCHISE FEES

(a) Franchisee agrees to pay Franchisor the initial franchise fee (the "**Initial Franchise Fee**"). The Initial Franchise Fee varies depending on the type of Agency as follows:

(i) Select - \$25,000.

- (ii) Premier - \$50,000.

- (b) Initial training is included with the franchise fee for up to 2 people.
 - (i) Initial training is covered by the Initial Franchise Fee for the Designated Manager and/or Franchisee additional trainees will cost \$150 per trainee (plus any travel and lodging costs) insurance products, sales and marketing, sales processing, management systems, office procedures, the Agency Management System, other computer software, and other matters relating to the System as Franchisor deems necessary and appropriate, in its sole discretion, to allow Franchisee or its Principal, as applicable, to operate the Agency in a professional and successful manner (the “**Initial Training**”). The Initial Training shall be conducted exclusively by Franchisor or its designee at Franchisor’s corporate offices, the Site, or such other site designated by Franchisor or its designee. Subject to space availability, Franchisee may send additional employees to the Initial Training for the fee listed in the Manual. Franchisee shall pay all its and its employees’ costs incurred in such training, such as travel, hotel, wages and living expenses. Franchisee must also timely complete and pass the online courses Franchisor requires both before and after Initial Training. If Franchisee or Franchisee’s Principal (as the case may be) does not complete the Initial Training to Franchisor’s satisfaction, in Franchisor’s sole and exclusive discretion, Franchisee must repeat the Initial Training at Franchisee’s expense.

- (c) All of the franchise fees are due and payable in full on or before the Effective Date and is non-refundable.

5. FRANCHISEE’S PRE-OPENING REQUIREMENTS; FRANCHISOR’S OPERATING ASSISTANCE

- (a) Franchisor (or its designee) shall provide Franchisee with the following assistance on or before the Opening Date:
- (b) Information with respect to site evaluation and System Standards for furniture, fixtures, equipment, signs, improvements.
- (c) Franchisee may be required to pay Franchisor fee for online training courses and tests. The first online session must be completed before Franchisee attends Initial Training and the second online session must be completed within 3 months after Franchisee completes Initial Training at our headquarters. Currently, no fee is charged for the online training courses and tests.
- (d) Franchisor may administer industry specific testing/certification at its sole discretion. If it does, then Franchisee must pay the Franchisor a reasonable fee to do so. Franchisee’s failure to complete such testing/certification to Franchisor’s satisfaction may result in a temporary suspension from the We Insure® system, carrier access or termination of this Agreement.
- (e) Franchisee must pay Franchisor “**Pre-Opening Investment**” for its share of insurance policy premiums and other costs Franchisor pays on behalf of the entire We Insure franchise network, including errors & omissions coverage and cyber insurance.
- (f) Franchisee must pay Franchisor for the agency management license activation (the “**Activation Fee**”) for each user as part of their Pre-Opening Investment. See the Manual for the then-current fees.

- (g) We do not allow any sharing of the Agency Management licenses. Each person who is soliciting, selling, or binding insurance must have their own license to our systems.
- (h) Franchisor will provide operating assistance on the following:
 - (i) Pre-opening or opening assistance during the initial operation of the Agency as Franchisor deems to do so or in their sole discretion, deem appropriate;
 - (ii) One Manual, as amended from time to time. The Manual shall remain the property of Franchisor and be considered confidential information and is on loan to Franchisee for the term of this Agreement. Franchisee is not permitted to make copies or share this Manual with any other party without the permission from the Franchisor prior.
 - (iii) A license for the Agency Management System and other computer/connectivity software programs that Franchisor may require Franchisee to utilize in the operation of the Agency, which may be updated by Franchisor from time to time during the Term of this Agreement. The Agency Management System and other computer software provided by Franchisor to Franchisee shall remain the property of Franchisor and shall be licensed to Franchisee only during the term of this Agreement; and
 - (iv) Establish Franchisee's digital presence, and website.
 - (v) Franchisee must have all the required State business filings completed, and approved by their State's authorities, including the franchisors required where applicable to have a fictitious name filing as We Insure.
- (i) Franchisor may provide Franchisee with the following ongoing assistance:
 - (i) Periodic operations assistance and ongoing training as deemed necessary by Franchisor.
 - (ii) Periodic individual or group counseling and coaching in the operation of the Agency rendered in person, by seminar, or by newsletters, bulletins, electronic communications, or other means made available from time to time to all We Insure® franchisees.
 - (iii) Advice regarding new developments, techniques, and improvements in the areas of products, methods, sales, promotion, management, education, service concepts, and other areas by on-site visits, through the distribution of printed or filmed material or electronic information, meetings, seminars, telephone communications, email communications, and other communications, as Franchisor may deem appropriate
 - (iv) Periodic visits to the Agency to assist Franchisee in operating and managing the Agency. Franchisor may prepare written reports outlining suggested changes or improvements in the Agency's operation and may share such reports with Franchisee.
 - (v) Periodic visits to the Agency at Franchisor's sole discretion, to assist Franchisee in various aspects of the operation and management of the Agency. Franchisor may

prepare written reports outlining suggested changes or improvements in the operation of the Agency and detail and deficiencies that may become evident as a result of any such visit. If reports are prepared, copies will be provided to Franchisee.

- (vi) Periodic conferences conducted by Franchisor to discuss sales techniques, personnel training, bookkeeping and accounting, performance standards, advertising programs, and policy servicing procedures. Such conferences shall not be mandatory, although attendance is strongly encouraged. Franchisee shall be responsible for its own travel and living expenses when attending such conferences. Such conferences shall be held by Franchisor at its Jacksonville, Florida corporate office or at any other location it deems appropriate.

- (j) Before commencing any construction, build-out or renovation of the Site at which the Agency is to operate, Franchisee shall, at its expense, furnish to Franchisor, for its approval, the following:
 - (i) A proposed site for the operation of the Agency.
 - (1) Franchisor shall approve or disapprove Franchisee's proposed site within ten (10) days of receiving written notification of such proposed site. Franchisor's approval does not constitute a representation or guarantee that the proposed site will be profitable or successful. Any approval is intended to indicate only that the proposed site meets Franchisor's minimum criteria based upon Franchisor's and its Affiliates' general business experience. Franchisor is ultimately responsible for site selection and must make the final decision on acceptance or rejection of any site as part of Franchisee's business risk.

 - (ii) Prior to the beginning of construction, Franchisor may, at its option and in its reasonable discretion, elect to travel and inspect the proposed site for the Agency. Copies of all permits and certifications as may be required for the lawful operation of the Agency, together with copies of any building inspection reports and certifications from all governmental authorities having jurisdiction over the Site and the Agency that all necessary permits have been obtained and that all requirements for construction and operation have been met.

 - (iii) A copy of any proposed lease or purchase agreement (which must be reviewed and approved by Franchisor). Any lease shall:
 - (1) Specify that the Site shall be used only for business conducted by the Agency;

 - (2) Specify that Franchisee shall be prohibited from subleasing or assigning its rights under any lease without Franchisor's consent;

 - (3) Provide Franchisor the right to enter the Site to make any modification necessary to protect the Licensed Marks, including such right to de-identify the Site upon the termination, expiration, or non-renewal of this Agreement;

 - (4) Require the landlord to notify Franchisor of Franchisee's default under the lease;

- (5) Shall be for a term that is not less than 5 years.
- (iv) Franchisee must provide Franchisor with a copy of any executed lease or purchase agreement within 10 days of execution.
- (k) The Guarantors must sign Franchisor's then current form of Personal Guaranty. The current form of Personal Guaranty is attached as Exhibit 2.
- (l) Franchisee must open the Agency to the public by the earliest of: (i) the date on which Franchisee's lease of the Site requires Franchisee to commence its business; or (ii) the date 90 days following the Effective Date of this Agreement (the "**Opening Date**").
- (m) Franchisee may not open the Agency until it has received Franchisor's written approval to do so. On or before the Opening Date, Principal must be certified by Franchisor as meeting Franchisor's qualifications for: (i) the sale of Insurance Products; and (ii) Agency management. Franchisee must devote its full time to operating the Agency and must staff the Agency appropriately to provide customer service consistent with System Standards.
- (n) Franchisee must ensure that at least one individual is available during work hours to staff the office who: (i) has been licensed by all applicable governmental and other regulatory authorities; (ii) will be able to manage the Agency in the Principal's absence and if the Franchisee is absent more than 3 business days, must have a General Lines Insurance License and such other licenses, permits and certifications required by law, has completed the process of being added to the Franchisor's network and completed all training requirements; (iii) has been approved in writing by Franchisor and has completed the Initial Training successfully; (iv) has no interest in or business relationship with any competitor of Franchisor; and (v) has non-disclosure and non-competition agreement in the form Franchisor requires. This individual may be the Franchisee, Franchisee's Principal, or another individual approved by Franchisor. Such individual must be present at the Agency during all hours which it is open for business or otherwise available to supervise and conduct business as Franchisor directs from time to time in the Manual or otherwise. No part of the Agency or the Site shall be leased to or managed (either directly or indirectly) by any party other than Franchisee without Franchisor's prior written consent. Franchisee must notify Franchisor, a reasonable time in advance if the Principal will be absent from operations for more than three (3) consecutive business days, or if the entire agency will be closed for more than three (3) consecutive business days.
- (o) If Franchisee or Franchisee's Principal fails to complete the Initial Training to Franchisor's satisfaction after participating in two Initial Training programs, Franchisor may terminate this Agreement with no refund.
- (p) Franchisor shall provide such on-site assistance and guidance to Franchisee during the operation of the Agency as Franchisor deems appropriate, in its sole discretion. Franchisor may require Franchisee to participate in additional or remedial training at Franchisee's expense.

6. GENERAL STANDARDS OF OPERATION

Franchisor shall establish, and Franchisee shall maintain, System Standards for the quality, appearance and operation of the Agency. For the purposes of giving distinctiveness to the Licensed Marks, enhancing the public image and reputation of businesses operating under the System and increasing the demand for Insurance Services provided by Franchisor, Franchisee, and other We Insure® franchisees, Franchisee agrees to operate the Agency in strict conformity with System Standards and all rules, regulations and policies that are by their terms mandatory, including, without limitation, those contained in the Manual. Without limiting the foregoing, Franchisee also agrees as follows:

- (a) Franchisee must pay Franchisor the Activation Fee for the agency management license activation for each additional user. See the Manual for the then-current fees.
- (b) Franchisee must purchase the required equipment package from Franchisor. Currently, Franchisor requires Franchisee to purchase only one Workstation, but Franchisee may need to purchase additional Workstations if it adds producers to the Agency. Franchisor currently requires use of a Voice over Internet Protocol (“VoIP”) telephone system. The use of the telephone system must at all times comply with Franchisor’s Acceptable Use Policy, which is set forth in the Manual. Any telephone or facsimile numbers acquired by Franchisee for use in connection with this Agreement shall be subject to the Conditional Assignment. Franchisee must, at all times, have the communication software active and operating so that Franchisor may be able to communicate with Franchisee.
- (c) All furniture, fixtures, equipment, signage, décor and other related items, and products and services required for use in connection with the operation of the Agency must conform to System Standards.
- (d) The appearance of the Agency must conform to System Standards. Franchisee agrees to use the Site solely for the operation of the Agency in accordance with System Standards, and to refrain from using or permitting the use of the Agency for any other purpose or activity at any time.
- (e) Subject to compliance with applicable laws and regulations, Franchisee shall acquire all signs as required by Franchisor for use at or in connection with the Agency. Any additional interior signage and the exterior signage acquired by Franchisee must conform to Franchisor’s signage specifications and must be submitted to Franchisor for approval prior to installation. Franchisor may require Franchisee to replace signage provided by Franchisor or purchased by Franchisee should they fall into disrepair.
- (f) Franchisee agrees to maintain the Site and the Agency, and all fixtures, furnishings, signs and equipment thereon, in conformity with Franchisor’s System Standards at all times during the Term of this Agreement, and to make such repairs and replacements as Franchisor may require. Without limiting the generality of the foregoing, Franchisee specifically agrees:
- (i) To keep the Site and the Agency at all times in a high degree of sanitation, repair, order and condition, including, without limitation, such periodic repainting of the exterior and interior of the Agency, and such maintenance and repairs to (or replacement of) all fixtures, furnishings, signs and equipment as Franchisor may from time to time reasonably direct;
 - (ii) To meet and maintain at all times all governmental standards and ratings applicable to the operation of the Agency or such higher minimum standards and ratings as set forth by Franchisor from time to time in the Manual or otherwise in writing;
 - (iii) To cause its employees to dress in a clean and professional manner, as required by Franchisor.
- (g) Franchisee shall be responsible for the day-to-day operations of the Agency. A General Lines Insurance Licensed Person must be the principal of the Agency and available during the standard operating hours as outlined in the Manual. Franchisee agrees to operate the Agency in accordance with System Standards and to maintain Franchisor’s required degree of quality, service and image. Franchisee must not deviate from these System Standards or otherwise commit any act or omission that reflects poorly on Franchisor’s brand or goodwill, or on the Licensed Marks. Without limiting the foregoing, Franchisee specifically agrees to:

- (i) purchase and install, at Franchisee's expense, all such fixtures, furnishings and equipment as may be required by Franchisor, and meet the specifications of the approved site layout and plan, and all other such items as Franchisor may prescribe from time to time; and to refrain from installing, or permitting to be installed, on or about or in connection with the Site or the Agency, any such item that does not comply with System Standards;
- (ii) maintain in sufficient supply, and use at all times, only operating products, materials, supplies and expendables, including paper goods, as conform with System Standards, and to refrain from using non-conforming items without Franchisor's prior consent;
- (iii) pay all of Franchisee's vendors and suppliers on a prompt and timely basis, and to at all times comply with the terms and conditions of any agreements (whether oral or written) between Franchisee and such vendors and suppliers; and
- (iv) maintain the Agency open during the hours specified in the Manual and follow Franchisor's procedures and notifications for any absences. Failure to follow them, and three (3) consecutive days of unexcused or unauthorized absences, constitutes a violation of this Agreement.

(h) Unless otherwise specifically approved by Franchisor, the Agency shall be open for the conduct of business at such times and for the minimum number of hours specified by Franchisor in the Manual, as may be amended from time to time or, if different, for such hours as may be required by the terms of any lease of the Site. Franchisee must make sufficient Agency personnel and the Principal available for customer sales and service during such operating hours as are satisfactory to Franchisor as provide in the Manual or otherwise. Franchisee shall at all times staff the Agency with such number of employees and operate the Agency diligently so as to maximize the revenues and profits therefrom. Franchisee shall ensure that such staff and replacements for such staff are trained in the System Standards and all modifications and improvements to the System Standards in accordance with the Manual.

(i) Franchisee shall use only business stationery, business cards, marketing materials, advertising materials, printed materials, and forms that have been approved in advance by Franchisor.

(j) Franchisee must use the Licensed Marks in all business-related communication, including e-mails, conducted on behalf of the Agency.

(k) Franchisee shall not employ any person to act as a representative of Franchisee in connection with local promotion of the Agency in any public media without the prior written approval of Franchisor. Any and all signs, equipment, supplies or materials purchased, leased or licensed by Franchisee shall comply with System Standards in the Manual or otherwise in writing and can only be purchased from approved vendors or suppliers.

(l) Franchisor may, from time to time, negotiate group or volume purchasing arrangements with its vendors or suppliers on behalf of Franchisee and other We Insure® franchisees. Franchisee shall be required to participate in any such group or volume purchasing arrangement.

(m) In the event that Franchisee wishes to purchase an approved item from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, if known. If Franchisor incurs any costs in connection with evaluating an unapproved supplier at Franchisee's request, Franchisee must reimburse Franchisor for Franchisor's reasonable

testing costs, regardless of whether Franchisor subsequently approves the supplier. Franchisor will notify Franchisee of approval or disapproval within 30 business days of receiving all requested information. Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier. Franchisor may revoke its approval of particular products or suppliers if it determines, in its sole discretion, that such products or suppliers no longer meet System Standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Franchisee must use products purchased from approved suppliers solely in connection with the operation of the Agency.

(n) Franchisee shall, in such form and manner as may be specified by Franchisor in the Manual, notify the public that Franchisee is operating the Agency as a franchisee of Franchisor and shall identify its business location in the manner specified by Franchisor in the Manual.

(o) Franchisee shall respond promptly to customer inquiries and complaints, and shall take such other steps as may be required to ensure positive customer relations.

(p) Because complete and detailed uniformity under many varying conditions may not be possible or practical, and in order to remain competitive and respond to new technology, customer needs and market conditions, Franchisor specifically reserves the right and privilege, in its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any We Insure® franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population of trade area, existing business practices or any other conditions that Franchisor deems to be of importance to the successful operation of such Franchisee's business. Franchisee shall have no recourse against Franchisor on account of any variation from System Standards granted to any other franchisee and shall not be entitled to require Franchisor to grant Franchisee a like or similar variation hereunder.

(q) Franchisee shall be solely responsible for any damages or failures that occur as a direct result of Franchisee's failure to properly maintain, operate and upgrade the computer hardware, software, and information technology systems. The use of all computer hardware and software in connection with the Agency must at all times comply with Franchisor's Acceptable Use Policy, which is set forth in the Manual. If any of the foregoing computer hardware, software and information technology shall fall into disrepair, then Franchisor, in its sole discretion, may require Franchisee to replace such hardware, software, or information technology. Franchisee shall be required to upgrade such hardware, software or information technology (i) at least once every 5 years; or (ii) if such hardware, software or information technology is no longer compatible with the Agency Management System or the computer systems of any Designated Carrier.

(r) If Franchisee, for any reason, is unable to continue to occupy the Site, Franchisee must relocate the Agency to new leased space.

7. AGENCY – ADDITIONAL FRANCHISEE OBLIGATIONS

In addition to its obligations set forth elsewhere in this Agreement, Franchisee hereby agrees to the following:

(a) Franchisee shall carry out the customary activities of an insurance agent selling Insurance Products offered by Designated Carriers. Such activities include, but are not limited to, prospecting, soliciting, selling, and servicing prospective and existing Client Accounts. Franchisee shall only do business under the name "We Insure®" (which is a part of the Licensed Marks) unless otherwise approved in writing by Franchisor. Phone calls must be answered as "We Insure" and all correspondence should identify the Agency as a "We Insure" office. Franchisee shall bear any and all costs and expenses associated with the conduct of its Agency, including, but not limited to, rent, utilities, salaries, wages, benefits, advertising, postage, costs of furniture, fixtures, equipment,

inventory, supplies, insurance, taxes, and other administrative expenses.

(b) Franchisee shall not be licensed as an agent, solicitor, representative, or broker for, nor engage in any brokering activity with or on behalf of, any insurance company, managing general agency, or business other than the Designated Carriers. Franchisee will not, directly or indirectly, apply for coverages or place any insurance whatsoever with or through any insurance company, or act as an agent, representative, or broker thereof, other than the Designated Carriers, unless authorized and directed to do so by Franchisor in writing from time to time. Franchisee shall not quote, issue, or bind insurance policies in the excess and surplus lines market except through Franchisor or with Franchisor's prior written permission. Franchisee acknowledges that Franchisor, in its sole discretion, shall decide which Designated Carriers Franchisee may use. Franchisor shall periodically provide Franchisee with a written list of the Designated Carriers that have been approved for Franchisee's use by Franchisor, and shall provide Franchisee with notice of any changes made by Franchisor to such list from time to time. Franchisee shall abide by and conform to the conditions and limits of authority for binding Designated Carriers to insurance and other coverages which are set forth from time to time by Franchisor. Upon Franchisor's request, Franchisee shall execute all acknowledgements, contracts and agreements required by the Designated Carriers to permit Franchisee to conduct the Agency, if any.

(c) Franchisee shall secure and keep in effect any required licenses to represent Franchisor and the Designated Carriers, including, when necessary, the acquisition of individual appointments in Franchisee's own name from any Designated Carrier. Franchisee will not provide any Insurance Services with regard to any type of insurance or investments: (i) that have not been approved by Franchisor, (ii) for which Franchisee is not licensed by the appropriate insurance, securities or other regulatory authorities, (iii) for which Franchisee does not possess the necessary appointment(s), or (iv) outside the Designated States. Franchisee must have all applicable licenses, approvals, and appointments to be entitled to the compensation it is to be paid under this Agreement. In the event that Franchisee loses any required licenses, Franchisor may charge its then-current insurance license reinstatement fee (the "**Insurance License Reinstatement Fee**"); In the event that any of Franchisee's required license is deem out of compliance, but not suspended, then the Franchisors may charge its then-current non-compliance insurance license fee (the "**Non-Compliance License Fee**"); The Franchisor may alter the amounts or remove the Insurance License Reinstatement Fee, the Non-Compliance License Fee and/or the administrative fee from time to time. See Manual for the then-current fee.

(d) Franchisee shall hire and retain competent and qualified agents for the sale, delivery, and servicing of Policies and to serve as a point of contact with all Client Accounts. Franchisee shall submit to Franchisor an application (in a form approved by Franchisor) for any licensed individuals Franchisee wishes to hire or contract to quote, write and bind policies. Franchisor shall be entitled to approve or disapprove any such application in its sole discretion. Franchisee or Franchisee's Principal is expected to manage the day-to-day operations of the Agency; however, Franchisee may designate another person to do so, provided that such designee (i) is approved by Franchisor; (ii) attends and successfully completes the Initial Training (or other such similar training as designated by Franchisor, in its sole discretion) at Franchisee's expense; (iii) complies with the provisions of subsections (b), (c), (o) and (p) above; and (iv) executes a restrictive covenants agreement in accordance with this Agreement. If Franchisee's approved designee is, in Franchisor's judgment, neglecting its management duties, Franchisor may require Franchisee to replace said designee.

(e) Franchisee acknowledges that the primary financial service offered by it will be the sale, delivery, servicing, and renewal of Insurance Products. Franchisor may require Franchisee, at Franchisee's cost, to participate in additional training, obtain appropriate licenses and/or meet additional qualifications to offer other services. Franchisee agrees that this Agreement may need to be amended to allow Franchisee to sell insurance policies and services outside of Franchisee's

area of specialization.

(f) All Client Accounts shall be the exclusive property of Franchisor, and not of Franchisee. All lists of Client Accounts and prospects, Insurance Product expiration lists and other records of the Client Accounts shall be the exclusive property of Franchisor, and not of Franchisee. Franchisee will be allowed to solicit client accounts for the purpose of transacting any business which is not the same as or competitive with the Agency. On or before the Effective Date, Franchisee shall, subject to the approval of the Designated Carriers involved, change the Agent of Record for all of Franchisee's existing customer accounts (if any) to Franchisor, and all such customer accounts shall be deemed Client Accounts for purposes of this Agreement. After the Effective Date, Franchisee shall process all applications for Insurance Products exclusively through the Agency Management System. Franchisee shall make Franchisor the Agent of Record for all Insurance Products sold, delivered, serviced, and renewed through Franchisee.

(g) All funds and correspondence, notices or other communications relating to all Client Accounts and all prospective clients coming into the possession of Franchisee shall be paid or delivered to Franchisor within 24 hours of receipt. In the event they are not paid or delivered to Franchisor, they shall be considered property and funds of Franchisor, and shall be deemed to be held in trust by Franchisee on behalf of Franchisor. Franchisor shall have a first lien on all compensation due or which may become due to Franchisee hereunder to the extent of all unpaid funds due to Franchisor, and Franchisor may deduct such funds from Franchisee's compensation under this Agreement.

(h) Franchisee shall promptly provide Franchisor with copies of all Insurance Product applications and all other records or documents originated, received or processed by Franchisee which are related to Client Accounts, Insurance Products or the Agency.

(i) Franchisee shall be responsible for providing Franchisor with any information regarding Franchisee and its owners, officers, employees and/or independent contractors that may be required from Franchisor by any governmental body or agency, self-regulatory organization, or any Designated Carrier. Franchisee shall be responsible for ensuring that Franchisee and its owners, officers, employees and/or independent contractors comply with all requirements federal, state, and local governments and all Designated Carrier requirements, including, but not limited to, sales practices, education, and licensing requirements. Franchisee shall provide evidence satisfactory to Franchisor that Franchisee and its owners, officers, employees and/or independent contractors have complied with such requirements. A background check is required for Franchisee's employees and/or independent contractors. Franchisee shall be responsible for the cost of such background checks. Such costs shall be deducted from Franchisee's share of sales commissions payable to Franchisee. Franchisee's failure to comply with the terms of this subsection shall be cause for immediate termination of this Agreement without any liability to Franchisor.

(j) Franchisee shall obtain Franchisor's prior written approval prior to acquiring the assets, stock or books of business of any other insurance company, insurance agency, or insurance agent.

(k) Franchisee shall immediately and fully report to Franchisor any policyholder-related legal or regulatory issues such as potential or actual errors and omissions claims, insurance department or other regulatory complaints, legal summons, and subpoenas. Franchisee shall not make any written or verbal comments or responses regarding said issues to anyone until fully discussed with Franchisor. Franchisee acknowledges and agrees that Franchisor shall coordinate and control responses to any such issues.

(l) Franchisee shall, in accordance with generally accepted accounting principles, maintain

full and complete books and records, accounts, data, licenses, contracts and invoices that shall accurately reflect all particulars relating to the conduct of the Agency, and such statistical and other information or records as Franchisor may require, and shall keep all such information for not less than 3 years, even if this Agreement is no longer in effect. The books and records of the Agency shall be kept at the Site or at such other place as the parties may hereafter mutually approve. Upon Franchisor's request, Franchisee shall furnish Franchisor with complete copies of any state or federal income tax returns covering the operation of the Agency, all of which Franchisee shall certify as true and correct.

(m) The duties and obligations of Franchisee set forth in this Agreement apply to Franchisee and its Principal, Non-Principals, officers, directors, managers, employees and independent contractors. In as much as this Agreement is between Franchisee and Franchisor, Franchisee is responsible for the compliance of its Principal, Non-Principals, officers, directors, managers, employees and independent contractors with the terms of this Agreement and any rules and procedures adopted from time to time by Franchisor, whether such rules and procedures are contained in the Manual or otherwise. Franchisee agrees that it is fully responsible for the acts and omissions of its owners, officers, directors, employees and independent contractors.

(n) Franchisee agrees to arrange for and process all premium financing for Client Accounts that require it from approved premium financing companies, and Franchisor shall be entitled to receive any and all compensation paid by lenders or other financing companies in connection with such premium financing.

(o) Franchisor, from time to time, may require Franchisee, Franchisee's Principal, Designated Manager, and Franchisee's supervisors and employees to attend ongoing training, as Franchisor deems necessary in its sole discretion. Franchisor may charge Franchisee tuition for each of its employees who participates in such training. Franchisee is responsible for any and all travel expenses, wages, lodging, and meals incurred in the course of attending these programs;

(p) Franchisee (or Franchisee's Principal, as the case may be) may be required to attend loss control seminars from time to time and as mandated by Franchisor's errors & omissions insurance provider. Franchisee shall be required to pay any and all travel expenses during these seminars.

(q) Franchisee shall participate in and comply with Franchisor's Submit It and Forget It ("SIFI") program requirements, The SIFI program is a front-end policy processing, data entry, document retrieval and underwriting assistance program designed exclusively for We Insure franchisees and pay the SIFI Fees described below. The SIFI program is designed to reduce the amount of time Franchisee must spend entering a customer's data and allow Franchisee to move on to the next customer even if the current customer has delivered incomplete documentation or failed to deliver all documentation required by the Franchisor or the Designated Carriers for binding, thereby making Franchisee's sales and administrative processes more simplified and streamlined. Franchisee is required to quote, write and bind Insurance Products. Coverage under an insurance policy is considered to be bound when the application is fully and accurately completed, all required signatures of the owners and insured party are collected, the initial premium payment is received on the Client Account, and all other Designated Carrier requirements are complied with. Once an Insurance Product is bound, Franchisee shall collect from the owner and insured party and thereafter deliver to Franchisor all documents required under the SIFI program, including without limitation, the Insurance Product, within 24 hours of the binding effective date. Franchisor shall have sole responsibility for conducting communications with the Designated Carrier and the Client Account once Franchisor has received from Franchisee the documents required under the SIFI program. Franchisee shall inform Client Accounts that Franchisor will contact them to address any problems with the documents submitted or request any additional documents that may be needed, although Franchisee is requested to deliver to Franchisor any such additional

documentation in its possession, custody or control. Thereafter, Franchisee shall pay to Franchisor, as consideration for participation in the SIFI program Franchisor's then-current charges for the SIFI Fees which it may periodically change. Thereafter, Franchisee shall pay to Franchisor, as consideration for participation in the SIFI program Franchisor's then-current charges for the SIFI Fees. The SIFI fee is reassessed annually in January. Refer the Manual for the then-current SIFI fees

(r) Franchisee must sell a minimum number of new insurance policies for each year of the Initial Term (the "**Production Standards**"). During the Initial Term, Franchisor will periodically set, review and adjust Franchisee's production status. If Franchisee is not on track to meet Production Standards, Franchisor may offer additional assistance or require Franchisee to take remedial training at Franchisee's expense. The Production Standards are issued in the Manuals or System Standards from time to time. Franchisee's failure to achieve its Production Standards is a material breach of this Agreement.

Term Year	Minimum Number of Policies
1	150
2	300
3	360
4	360
5	360

(s) We may administer industry-specific testing/certifications as we determine appropriate from time to time. You must complete to our satisfaction and at your cost. Currently there are 10 Pre-Opening and Post-Opening courses. The Production Standards are issued in the Manuals or System Standards from time to time. Franchisee's failure to achieve its Production Standards is a material breach of this Agreement.

(t) Franchisee, nor any of its agents, employees or contractors may share any agency management licensing. Each individual who is soliciting, quoting or binding insurance products must maintain their own person specific management license issued from Franchisor's then-current management vendor. In addition to monetary damages for Franchisee's breach of this Section, Franchisor may also, at its sole discretion, deem such breach to be a material curable breach pursuant to Section 16(c).

8. AGENCY - ADDITIONAL FRANCHISOR OBLIGATIONS

In addition to its obligations set forth elsewhere in this Agreement, Franchisor hereby agrees to the following:

(a) Franchisor shall use commercially reasonable efforts to provide Franchisee with access to, and the opportunity to write insurance business for, the Designated Carriers.

(b) Franchisor, to the extent it deems necessary and at its sole direction, shall provide services to Franchisee with regard to accounting for and processing of all applications for Insurance Products and all Insurance Products issued, renewed, endorsed, changed, serviced, delivered, or canceled on behalf of the Client Accounts, provided that Franchisee shall be limited to writing insurance business for only the lines of business and types of Insurance Products specified by Franchisor.

(c) Franchisor shall not be required to undertake such efforts with regard to any lines of insurance business for which Franchisee or Franchisee's Principal is not properly licensed or

sufficiently trained, as determined in Franchisor's sole discretion. Franchisor shall provide Franchisee with access to all components of the System, including the Agency Management System.

(d) Franchisor shall provide Franchisee with access to Franchisor's "**Service Center**," which provides service and support to all Client Accounts generated by Franchisee and all other We Insure® franchisees.

(e) Franchisor will purchase errors and omissions coverage for the franchise network that will cover Franchisee (the "**E&O Policy**"), subject to the prior approval of the insurance company issuing the E&O Policy. Franchisee's premium for the E&O Policy, The E&O policy is reassessed in January of each year, see the Manual for the then-current E&O policy fees.

(f) Franchisor will purchase cyber insurance on behalf of the entire franchise network. Franchisee agrees to pay its proportionate share of the cost of the premium, which may change from time-to-time without advance notice to Franchisee. This fee is reassessed in January of each year, see the Manual the-current Cyber policy fee.

(g) Franchisor shall provide Franchisee full and complete access during business hours to inspect (and copy, if Franchisee so desires) Franchisor's records of (i) Client Accounts generated by Franchisee, and (ii) statements and other communications with Designated Carriers relating to such Client Accounts; provided that such access shall be upon reasonably advanced notice and during such times as shall not unreasonably impair the operations of Franchisor. Franchisor shall, in accordance with generally accepted accounting principles, maintain full and complete books and records, accounts, data, licenses, contracts and invoices that shall accurately reflect all particulars relating to the conduct of its business, and shall keep all such information for not less than 3 years, even if this Agreement is no longer in effect.

(h) Franchisor shall license Franchisee to use the Agency Management System in accordance with the Limited Software License Franchisor requires along with other computer software programs that may be required to operate the Agency, if any, provided that: (i) Franchisee purchase, license, install and maintain all hardware and software that may be required to use the Agency Management System and other computer software programs, if any, (ii) Franchisor agrees to upgrade the Agency Management System and other such computer software programs as needed to meet Franchisor's continuing requirements; (iii) Franchisee shall not sell, lease, license, sublicense, or authorize the use of the Agency Management System or such computer software programs by or to anyone else, and (iv) Franchisee shall not configure, program or change any the Agency Management System or other such computer software programs. Franchisee can only access Client Account information through the Agency Management System via the Internet. Franchisee agrees to release, defend, indemnify, and hold Franchisor and its Affiliates, and their respective directors, officers, agents, and shareholders, harmless from and against, and promptly to reimburse such indemnities for, all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, consequently, directly or indirectly incurred (including without limitation attorneys' and paralegals' fees, court costs and costs of investigation) by Franchisee and its directors, officers, agents, shareholders, employees, independent contractors, and Affiliates as a result of, arising out of, or connected with an interruption in Internet services or from any unauthorized use of or access to Client Account information through the Internet. The provisions of this subsection shall continue in full force and effect subsequent to and notwithstanding the termination, expiration or non-renewal of this Agreement for any reason.

(i) Franchisee agrees that Franchisor may rely on statements, representations, requests, instructions, commitments and agreements (without verification or confirmation of the same) of Franchisees Principal, Non-Principal, officers, directors, employees or independent contractors as

if the same had been made or delivered to Franchisor by Franchisee unless and until written instructions limiting Franchisor's right to rely on such statements, representations, requests, instructions, commitments and agreements have been provided by Franchisee and received by Franchisor. In all of its communications and written notices to Franchisee, Franchisor shall be entitled to communicate solely with Franchisee or with Franchisees Principal and shall have no obligation to communicate or provide such notices to any of Franchisees other owners, officers, directors, employees or independent contractors.

(j) Franchisor may provide, as Franchisor deems appropriate, additional general consultation in connection with the operation of the Agency and such other additional services as requested by Franchisee and as may be agreed upon by Franchisor and Franchisee in writing from time to time. Franchisee shall be responsible for Franchisor's expenses incurred in providing such additional advice and consultation, including, but not limited to, hourly employee compensation, travel expenses, and per diem expenses.

9. COMPENSATION; REPORTS

(a) Franchisor or its Affiliates shall pay to Franchisee Sales Commissions for new personal insurance lines generated by Franchisee and renewal business from Client Accounts: that vary by type of Agency as follows (collectively, the "**Franchisee Commissions**"):

Agency Type	New	Renewal
Select	80%	50%
Premier	70%	65%

Franchisor or its Affiliates shall retain the remaining amounts as Retain Commissions.

If you change your selected option above, the new Franchisee Commissions Rate will apply only to new insurance business procured after the option is changed in our records. All business procured before that date will remain at the prior Franchisee Commission Rate.

(b) Franchisor may deduct from the Franchisee Commissions, an expense for services provided by Franchisor to Franchisee and may also deduct a charge for expenses borne or paid by Franchisor or its Affiliates that relate to the Agency, at the rates and charges then currently charged by Franchisor, plus an administrative charge of 7.5% of the amount of such expense. Collectively, the charges for services provided by the Franchisor and the charges for expenses incurred on behalf of Franchisee, shall be referred to herein as the "Monthly Technology Fee." The Monthly Technology Fees charged to you may exceed the actual costs we incur for such expenses and include charges for services we provide including administrative expenses, charges for costs we incur on your behalf and the costs that Franchisor incurs. The Monthly Technology Fee is further defined in the Manual. Examples of fees covered by the Monthly Technology Fee include, but are not limited to, recurring software license fees, email, DocuSign, Insurance Rater, telephone system connectivity, and motor vehicle reports. A 7.5% administrative fee may be charged on all costs or fees that comprise and are charged to you as Monthly Technology Fees. Further, the fees and costs comprising the Monthly Technology Fee may change in accordance with the provisions of the Manual, or from time to time if such costs or fees are modified by the specific service providers. Franchisor may add or remove categories to the Monthly Technology Fee. Additionally, Franchisor shall be permitted to deduct from payments to Franchisee any payments made in good faith and in the ordinary course of business by Franchisor to vendors (including lessors) or suppliers of Franchisee in order to cure Franchisees failure to timely make such payments as required by the Franchise Agreement; however, Franchisor is not required to make such payments, and disclaims any and all liability as a result of Franchisees failure to timely make such payments. The initial month's charge of the Monthly Technology Fee must be paid upon execution of the Franchise

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(c) Franchisor may deduct from Franchisee Commissions an administrative fee for extraordinary service Franchisor provides to Franchisee during the Term.

(d) Franchisor or its Affiliates shall pay to Franchisee by electronic funds transfer (to an account specified by Franchisee in writing) the Franchisee Commissions less the Monthly Technology Fees (and any other set-off amounts permitted under this Agreement) for each calendar month by the 10th business day of the following month. In addition, Franchisor shall deliver to Franchisee a statement containing a detailed calculation of the amounts paid to Franchisee for each calendar month by the 10th business day of the following month. Such statement shall be in a form prescribed by Franchisor from time-to-time. Upon written notice to Franchisee, Franchisor may change the dates on or about which the electronic funds transfers are made and the statements are delivered.

(e) Franchisee shall execute the Electronic Funds Withdrawal Authorization in the form required by Franchisor from time to time. This authorization shall cover all funds to be transferred to (or withdrawn from) Franchisee's accounts in connection with this Agreement.

(f) Franchisor will not pay to Franchisee, and may set off from, and chargeback against any amounts due Franchisee, any Franchisee Commissions attributable to Sales Commissions in which any designated carrier discovers fraud and/or Franchisee loses its authorization and privileges to offer such carrier's products from the date notice of such fraud or change of status. Franchisee will not earn, and will not be paid, Franchisee Commissions from the date Franchisor receives notice from the designated carrier.

(g) Notwithstanding the foregoing, at the commencement of any customer account engagement Franchisee may refer the lead to Franchisor to handle the entire selling process for a new business account. If Franchisor accepts the lead, it will be considered a corporate account of Franchisor.

(h) Franchisor or its Affiliates shall pay to Franchisee by electronic funds transfer (to an account specified by Franchisee in writing) the Franchisee Commissions less the Monthly Technology Fee (and any other set-off amounts permitted under this Agreement) for each calendar month by the 10th business day of the following month. In addition, Franchisor shall deliver to Franchisee a statement containing a detailed calculation of the amounts paid to Franchisee for each calendar month by the 10th business day of the following month. Such statement shall be in a form prescribed by Franchisor from time-to-time. Upon written notice to Franchisee, Franchisor may change the dates on or about which the electronic funds transfers are made and the statements are delivered. Franchisee shall execute the Electronic Funds Withdrawal Authorization in the form required by Franchisor from time to time. This authorization shall cover all funds to be transferred to (or withdrawn from) Franchisee's accounts in connection with this Agreement.

(i) Franchisor will not pay to Franchisee, and may set off from, and chargeback against any amounts due Franchisee, any Franchisee Commissions attributable to Sales Commissions in which any designated carrier discovers fraud and/or Franchisee loses its authorization and privileges to offer such carrier's products from the date notice of such fraud or change of status. Franchisee will not earn, and will not be paid, Franchisee Commissions from the date Franchisor receives notice from the designated carrier.

10. LICENSED MARKS AND INTELLECTUAL PROPERTY

(a) Franchisee expressly acknowledges Franchisor's rights in and to the Licensed Marks and

agrees not to represent in any manner that Franchisee has acquired any ownership rights in the Licensed Marks. Franchisee agrees not to use any of the Licensed Marks or any trademarks, service marks, trade names, Franchisor owned telephone numbers, including, without limitation, 1-800-WEINSURE, Franchisor owned domain names, including, without limitation, <https://weinsuregroup.com>, or indicia, which are or may be confusingly similar in its own corporate or business name except as authorized in this Agreement. Franchisee further acknowledges and agrees that any and all goodwill associated with the System and/or identified by the Licensed Marks (including all future distinguishing characteristics, improvements and additions to or associated with the System) shall be Franchisor's property and shall inure directly and exclusively to the benefit of Franchisor and that, upon the termination, expiration or non-renewal of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisees use of the Licensed Marks.

(b) Franchisee understands and agrees that any use of the Licensed Marks other than as expressly authorized by this Agreement, without Franchisor's prior written consent, may constitute an infringement of Franchisor's rights therein and that the right to use the Licensed Marks granted in this Agreement does not extend beyond the termination, expiration or non-renewal of this Agreement. Franchisee expressly covenants that, during the Term of this Agreement and thereafter, Franchisee shall not, directly or indirectly, commit any act of infringement or contest or aid others in contesting the validity of Franchisor's right to use the Licensed Marks or take any other action in derogation thereof.

(c) Franchisee further agrees and covenants to (i) operate and advertise only under the names or marks from time to time designated by Franchisor for use by all We Insure® franchisees, (ii) adopt and use the Licensed Marks solely in the manner prescribed by Franchisor, (iii) refrain from using the Licensed Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may, in any way, subject Franchisor to liability therefore, (iv) observe all laws with respect to the registration of trade names and assumed or fictitious names, (v) include in any application therefor a statement that Franchisees use of the Licensed Marks is limited by the terms of this Agreement, and (vi) provide Franchisor with a copy of any such application and other registration document(s), and (vii) to observe such requirements with respect to trademark and service mark registrations and copyright notices as Franchisor may, from time to time, require, including, without limitation, affixing "SM", "TM", or ®, adjacent to all such Licensed Marks in any and all uses thereof, and to utilize such other appropriate notice of ownership, registration and copyright as Franchisor may require.

(d) Franchisor reserves the right, in its sole discretion, to designate one or more new, modified or replacement Licensed Marks for use by all We Insure® franchisees and to require the use by Franchisee of any such new, modified or replacement Licensed Mark in addition to or in lieu of any previously designated Licensed Mark. Any expenses or costs associated with the use by Franchisee of any such new, modified or replacement Licensed Marks shall be the sole responsibility of Franchisee. Exterior signage shall be modified within thirty (30) days of the date on which Franchisor designates any new, modified or replacement Licensed Mark, and all other goods, materials or supplies bearing the old Licensed Mark shall be replaced or modified within 60 days of such date.

(e) To the extent that any of the Licensed Marks infringes (or allegedly infringes) upon any copyright, trademark, or other proprietary right of a third party, Franchisor shall defend Franchisee through final judgment or settlement of any Claim asserted against Franchisee by any third party alleging such infringement, and shall indemnify Franchisee in the amount of any final judgment or settlement of such Claim. Franchisor, however, will have no obligation to defend or indemnify Franchisee if such third-party Claim arises out of or relates to any use by Franchisee of the Licensed Marks that is inconsistent with or violates this Agreement. Franchisor has the sole right to conduct

the defense of any such Claim and all negotiations for its settlement or compromise. As a condition to the foregoing defense and indemnification obligations, Franchisee shall give Franchisor prompt written notice of any written threat, warning, or notice of any such Claim and to provide copies of applicable documentation served upon or received by Franchisee.

(f) Franchisee shall promptly notify Franchisor of any Claim that Franchisor may have based upon or arising from any unauthorized attempt by any person or legal entity to use the Licensed Marks, any colorable variation thereof, or any other mark, name or indicia in which Franchisor has or claims a proprietary interest. Franchisee shall assist Franchisor, upon request and at Franchisor's expense, in taking such action, if any, as Franchisor may deem appropriate to halt such activities, but shall take no action nor incur any expenses on Franchisor's behalf without Franchisor's prior written approval. If Franchisor undertakes the defense or prosecution of any Claim relating to the Licensed Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may, in the opinion of Franchisor's legal counsel, be reasonably necessary to carry out such defense or prosecution.

(g) If at any time during the Term of this Agreement, Franchisee (including its Principals, agents, employees, or independent contractors) shall invent, discover or make any permitted material improvements to the System or any permitted material improvement which may otherwise be applicable in the Agency, including but not limited to new concepts and processes and the right to modify such (the "**Improvements**"), Franchisee shall immediately inform Franchisor of the same, together with all details necessary for a proper understanding of the same. Any Improvements shall be considered the property of Franchisor. Franchisor shall be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related to the Improvements. To the extent that the property rights of any Improvements cannot be transferred to Franchisor, Franchisee grants to Franchisor a worldwide, exclusive, perpetual, royalty-free license to use and sublicense the same. Franchisee hereby waives and releases all rights of restraint and moral rights to any new concepts it develops. Franchisee agrees to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agrees to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights.

(h) Franchisee will not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including any Internet home page, e-mail address, web site, bulletin board, newsgroup or other Internet-related medium) which in any way uses or displays, in whole or part, the Licensed Marks, or any confusingly similar words, symbols or terms, or which relates to the Agency in any way, without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures and policies as Franchisor may establish from time to time. Franchisee will not cause, permit or allow any of the Licensed Rights, or any confusingly similar words, symbols or terms, to be used or displayed in whole or part: (i) as, or as a part of, an Internet domain name; or (ii) on or in connection with any Internet home page, web site, bulletin board, newsgroup, chat group, buddy list, instant messenger, meta-tag (or the comparable identifier in any future technology) or other Internet-related activity, without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures and policies as Franchisor may establish from time to time. All business conducted by Franchisee via the Internet as aforesaid shall be done only through the Agency Management System.

11. MANUAL

(a) To protect the reputation and goodwill of the System, and to maintain standards of operation under the Licensed Marks, Franchisee shall conduct the Agency operated under the System in accordance with the Manual, including any amendments, which Franchisee acknowledges belong solely to Franchisor and shall be on loan to Franchisee from Franchisor

during the Term of this Agreement. When any provision in this Agreement requires that Franchisee comply with any standard, specification or requirement of Franchisor, unless otherwise indicated, such standard, specification or requirement shall be such as is set forth in this Agreement or as may, from time to time, be set forth by Franchisor in the Manual. The manual is kept electronic and stored on our intranet site. Franchisees are to read and refer to this manual pertaining to our processes and procedures set forth.

(b) Franchisee understands and acknowledges that Franchisor may, from time to time, revise the contents of the Manual (via various written notices, bulletins, newsletters, memoranda or other means) to implement new or different System Standards or requirements for the operation of the Agency, and Franchisee expressly agrees to promptly comply with all such changed requirements. The implementation of such requirements may require the expenditure of reasonable sums of money by Franchisee. Franchisee acknowledges and agrees to review the Manual for updates and acknowledges and agrees it shall be bound by all updates and obligations, and any amounts owed by Franchisee to Franchisor pursuant to this Agreement shall include those amounts owed under the then current Manual.

(c) Franchisee shall at all times ensure that its copy of the Manual is kept current and up to date. In the event of any dispute as to the contents thereof, the terms and dates of the master copy thereof maintained by Franchisor at its principal place of business shall be controlling.

(d) Franchisee acknowledges that the Manual contains Confidential Information and that all other manuals, materials, goods and information that Franchisee receives from Franchisor that are marked confidential will be treated as part of the Confidential Information.

12. ADVERTISING AND MARKETING

Recognizing the value of standardized advertising and marketing programs to the furtherance of the goodwill and public image of the System, and in order to enable such programs in an effective and consistent manner, the parties agree as follows:

(a) In its discretion, from time to time Franchisor may provide Franchisee at Franchisee's expense, with local advertising and marketing materials, including without limitation, merchandising materials, sales aids, special promotions, and similar advertising at a reasonable price, plus handling.

(b) Franchisee, at its expense, shall obtain and maintain any special promotional materials of the kind and size as Franchisor may from time to time require.

(c) We strongly encourage our Franchisees to market their Grand Opening ("**Grand Opening Advertising**"). Grand Opening Advertising shall include print or news media and direct mail advertising, dues for business organizations, event dues (as necessary or appropriate) or other solicitation and promotional efforts. Franchisee must submit a plan for Grand Opening Advertising to Franchisor for its approval no later than 30 days prior to opening the Agency to the public. All advertising materials for Grand Opening Advertising must also be approved by Franchisor.

(d) Franchisor reserves the right to require Franchisee to spend no more than 3% of the Franchisee Commissions on local advertising. Upon the establishment of such a requirement, Franchisee shall conduct local advertising in the following manner and as otherwise set forth in the Manual:

- (i) Obtain and maintain listings in business directories and publications (both Internet and non-Internet based) that are appropriate to the physical location of the Agency (such listings to be subject to the Conditional Assignment);

- (ii) Engage in Internet-based marketing designed to drive business to the Agency, provided, however, that this shall not include developing any website separate from the Website, nor shall Franchisee be permitted to establish any social media or other similar account (including but not limited to Facebook, Twitter, YouTube, Tumblr, Instagram, Pinterest, LinkedIn, Flickr, or Vine) without the prior written approval of Franchisor (all advertising accounts created hereunder are subject to the Conditional Assignment);
 - (iii) Submit to Franchisor an annual local advertising plan for Franchisor's approval (such listings subject to the Conditional Assignment);
 - (iv) Submit to Franchisor proof of all local advertising expenses for each quarter within 30 days of the end of said quarter; and
 - (v) Submit to Franchisor, for its prior approval, samples of all local advertising to be used by Franchisee that have not been prepared or previously approved by Franchisor or its designated agents. Franchisor shall prescribe the method for submission of such advertising in the Manual. Franchisee shall include in all advertising any toll-free number or Internet address required by Franchisor. Franchisee shall not use the Licensed Marks in any advertising literature or promotional materials without the prior written consent of Franchisor. Franchisor shall use all good faith efforts to approve or disapprove Franchisees proposed advertising materials within 14 days of receipt of such materials. If Franchisor fails to specifically approve or disapprove advertising within such period, it shall be deemed automatically approved.
- (e) Franchisor has established a national marketing and advertising program (the "**Advertising Fund**") for the common benefit of all We Insure® Franchisees. Upon the establishment of a Advertising Fund, the parties agree that the following shall apply:
- (i) Franchisee shall contribute to the Advertising Fund on a monthly basis in an amount specified by Franchisor, such amount not to exceed 3% of its Franchisee Commissions. Such contribution shall be deducted from Franchisee Commissions in the same manner as Monthly Technology Fees are deducted from such compensation.
 - (ii) Franchisor shall use the Advertising Fund to develop, produce, and distribute national, regional and/or local advertising and to create advertising materials that promote, in Franchisor's sole opinion, the services offered by the System. Such material may include, in Franchisor's sole discretion: (a) television, radio, magazine, direct mail, and newspaper advertising; (b) public relations; (c) the use of advertising agencies; and (d) an Internet website. The advertising funded by the Advertising Fund may not represent, and is not required to represent, a pro-rata or direct benefit to all We Insure® franchisees at all times but shall instead be designed to benefit the System as a whole.
 - (iii) Franchisor may use money from the Advertising Fund to help fund Cooperative Programs, as described below.
 - (iv) Franchisor may use money from the Advertising Fund to reimburse Franchisor for its reasonable costs and expenses incurred in managing, administering or providing services or personnel for the activities of the Advertising Fund.

- (v) If any funds are left in the Advertising Fund at the end of a fiscal year, such funds shall be spent in the first 6 months of the following fiscal year.
 - (vi) Franchisor shall not use the Advertising Fund to solicit new We Insure® franchisees, but it may place incidental franchisee solicitation on advertising, promotion and marketing materials.
 - (vii) Franchisor is not required to audit or provide an accounting, statements or reports on the Advertising Fund on written request or otherwise.
 - (viii) Franchisor, in its sole discretion, may create an advisory council to help it manage the Advertising Fund. Franchisor shall have the sole right to determine the advisory council's purpose, powers, and composition, and also the sole right to change or alter the advisory council at any time. Nothing in this Agreement requires Franchisor to allow Franchisee to participate in or be a part of the advisory council.
- (f) Franchisor has established an incentive program whereby Franchisee may be entitled to a reduction of its annual contribution to the Advertising Fund pursuant to Section 12(e) (the "Incentive"). If, on an annual basis, Franchisee achieves all of the criteria set forth in Sections 12(f)(i) – 12(f)(iii), Franchisee shall receive a reduction of its next annual contribution to the Advertising Fund in an amount equal to one percent (1%) of gross Commissions reported by Franchisee on the most recent twelve (12) commission statements.
- (i) Franchisee shall have reached cumulative Book of Business of \$10,000,000.00 in gross Commissions reported by Franchisee on the most recent twelve (12) commission statements (the "**Incentive Minimum**"). Failure to maintain the Incentive Minimum shall result in loss of the Incentive, and Franchisee's annual contribution to the Advertising Fund shall be prorated based upon the number of months Franchisee met the Incentive Minimum.
 - (ii) Within fourteen (14) days of meeting the criteria set forth in Section 12(f)(i), Franchisee shall provide written notice to Franchisor of Franchisee's eligibility. Failure to timely provide such written notice shall prevent Franchisee from receiving the Incentive for its next annual contribution to the Advertising Fund.
 - (iii) Franchisee must have an active franchise operation and active franchise agreement with Franchisor. Franchisee must be in good standing (as determined in the sole discretion of Franchisor) with the terms of this Agreement, the Manual, and all other obligations to Franchisor. Non-Compliance with any provision of this Agreement or the Manual shall immediately disqualify Franchisee from receiving the Incentive and Franchisee shall not be eligible for the Incentive until such time Franchisee corrects all defaults and is determined, in Franchisor's sole discretion, to be in good standing. For purposes of clarity, if a Franchisee applied for the Incentive in January, but was deemed not in good standing, Franchisee could not apply for the Incentive until the following January.
 - (iv) The Incentive does not automatically renew; therefore, Franchisee must annually qualify for and notify Franchisor (pursuant to Sections 12(f)(i)-12(f)(iii)) in order to receive the Incentive.
 - (v) Franchisor may terminate the Incentive program at any time, and for any reason

upon thirty (30) days' notice to Franchisee. Upon such termination, Franchisee's annual contribution to the Advertising Fund shall be prorated based upon the number of months Franchisee had met the Incentive Minimum in the then-active twelve (12) month period prior to termination of the Incentive program. Upon termination of the Incentive program, Franchisor shall have no further obligation to offer the Incentive to Franchisee, and Franchisee's annual contribution to the Advertising Fund shall be made in accordance with Section 12(e).

(g) Franchisee agrees to participate in all other advertising and marketing programs designated by Franchisor as mandatory.

(h) Franchisor reserves the right to create additional advertising programs.

13. COVENANTS

(a) During the Term of this Agreement, Franchisee and all Guarantors (referred to collectively in this Section as "**Franchisee**"), shall use its full time and best efforts in operating the Agency.

(b) During the Term of this Agreement, and for a period of 2 years following the date, that this Agreement terminates, expires, or it is assigned or transferred (except for an assignment or transfer made pursuant to Section 14(e) of this Agreement) (the "**Restrictive Date**") Franchisee shall not, directly or indirectly, own, manage, operate, control, be employed by, perform services for, consult with, or participate in any business that is competitive with the Agency within the Restricted Area (as hereinafter defined) other than as an authorized owner of another We Insure® franchisee. The term "**Restricted Area**" means: (i) during the Term of this Agreement, the United States; and (ii) following the Restrictive Date, a 10-mile radius surrounding the former Site. It is understood and agreed that the purpose of this covenant is not to deprive Franchisee of a means of livelihood and will not do so, but is rather to protect the goodwill and interest of Franchisor and the System. Notwithstanding the foregoing, Franchisee may own equity securities of any business that is competitive with the Agency whose shares are traded on a stock exchange or on the over-the-counter market so long as Franchisee's ownership interest in such business shall represent 2% or less of the total number of outstanding shares of such business.

(c) During the Term of this Agreement, and for a period of two (2) years following the Restrictive Date, Franchisee covenants and agrees that Franchisee shall not by any means, directly or indirectly: (i) hire or solicit the employment of any employee of the Franchisor that was employed by either the Franchisor or any other We Insure® franchisee during the two (2) year period immediately prior to the Restrictive Date, (ii) encourage any such employee to leave employment with the Franchisor or other franchisee, or (iii) except in the course of conducting the Agency, solicit the business of, or accept any order from any Customer (as hereinafter defined) for the purpose of transacting any business which is the same as or competitive with the Agency. For purposes of this Section, the term "**Customer**" means any Client Account or any other Person who has purchased, serviced, renewed or delivered a policy from or through the Franchisor, or any other We Insure® franchisee, or any Person who was a prospective purchaser of any insurance policy from or through the Franchisee, the Franchisor, or any other We Insure® franchisee, at any time during the 24-month period prior to the Restrictive Date.

(d) Franchisee covenants and agrees that it may come into knowledge or custody of the Confidential Information. Franchisee acknowledges that the unauthorized use or disclosure of the Confidential Information will cause irreparable injury to Franchisor and that damages are not an adequate remedy therefor. Accordingly, Franchisee agrees that both during the term of this Agreement and following the Restrictive Date, Franchisee shall (i) not acquire any interest in the Confidential Information, (ii) not use the Confidential Information in any other business or

capacity, whether or not competitive with the Agency, (iii) exert Franchisees best efforts to maintain the confidentiality of the Confidential Information, (iv) not make unauthorized copies of, or extracts from, any portion of the Confidential Information disclosed in written or other tangible form, (v) shall keep, and shall cause its Principal and Non-Principals to keep the fact of, payment terms and all stipulations of this Agreement strictly confidential and shall not disclose them to anyone other than Franchisees legal or tax advisors, or as may be required by law (prior to disclosing the terms of this Agreement to any legal or tax advisor, Franchisee shall obtain such individual(s) agreement to be bound by this confidentiality provision), and (vi) implement all procedures prescribed from time to time by the Franchisor to prevent unauthorized use or disclosure of the Confidential Information. In addition, upon the Effective Date, the Franchisee shall return all physical and electronic copies of Franchisor's Confidential Information to the Franchisor. Franchisee acknowledges and agrees that if Franchisee engages as an owner, operator or in any managerial capacity in any business that is competitive with the Agency, whether or not in violation of Section 13(b) above, Franchisee shall have the burden of proving that it has not used Franchisor's Confidential Information, trade secrets, methods of operation or any proprietary components of the System.

(e) Notwithstanding anything to the contrary contained in this Agreement, the restrictions on disclosure and use of the Confidential Information shall not apply to the following: (i) information which is now, or hereafter becomes, through no act or failure to act on the part of the Franchisee, generally known or available to the public; (ii) information that was independently developed by the Franchisee or the Franchisor before receiving such information from Franchisor; (iii) information which was acquired by the Franchisee from a third party that has no obligation of confidentiality to Franchisor; (iv) information that is disclosed with the prior written consent of Franchisor; and (v) the disclosure of the Confidential Information in judicial, arbitration or administrative proceedings, to the extent that the Franchisee is legally compelled to disclose such information, provided that the Franchisee shall have used reasonable efforts and shall have afforded Franchisor the opportunity to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

(f) Franchisee agrees, both during the Term of this Agreement and following the Restrictive Date, not to make or issue any disparaging comments or statements regarding Franchisor, any other We Insure® franchisee, or the Agency including any statements that are intended to, or would reasonably be expected to, (i) disparage the business reputation of Franchisor or any other We Insure® franchisee; (ii) cause any Customer, supplier, or other person contracted with Franchisor or any other We Insure® franchisee to cease doing business in whole or in part with Franchisor or such franchisee; or (iii) cause harm to the Agency.

(g) In addition, Franchisee agrees to cause Franchisee's Principal (if Franchisee is an entity) and each Non-Principal, employee or independent contractor for Franchisee to sign a restrictive covenant agreement containing restrictions substantially similar to those in this Section in form acceptable to Franchisor. The Franchisor's current approved form of such restrictive covenants agreement is set forth in Exhibit 8 to the Franchise Agreement. Franchisor shall be a third party beneficiary of such agreements, and Franchisee shall not amend, modify or terminate any such agreement without Franchisor's prior written consent.

(h) The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement, and shall, where applicable, survive the termination, expiration, non-renewal, assignment, or transfer of this Agreement for any reason. Franchisee further expressly agrees that the existence of any claim it may have against Franchisor whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the foregoing covenants.

(i) It is agreed by Franchisee and Franchisor that if any portion of the foregoing covenants are held to be unreasonable, arbitrary, or against public policy, then such portion of such covenant shall be considered divisible both as to time and geographical area. Franchisee and Franchisor agree that if any court of competent jurisdiction determines the specified time period or the specified geographical area applicable to be unreasonable, arbitrary, or against public policy, then a lesser time period or geographical area which is determined to be reasonable, non-arbitrary, and not against public policy may be enforced against Franchisee. Franchisee acknowledges and agrees that the foregoing covenants are reasonable and valid when considered in light of the nature and extent of the Agency as shall be conducted by the Franchisor.

(j) Franchisee agrees that damages at law will be an insufficient remedy to Franchisor in the event that Franchisee violates the terms of this Section, and that Franchisor shall be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce its terms. The parties agree that in the event Franchisor obtains an order for injunctive relief, the period of time during which Franchisee is prohibited from engaging in such business practices shall be extended by any length of time during which Franchisee is in breach of such covenants. In addition to injunctive relief, Franchisor shall be entitled to such other rights and remedies as may be hereafter available at law, in equity, by statute, or otherwise.

14. TRANSFER AND ASSIGNMENT

(a) This Agreement and all rights and duties hereunder may be freely assigned or transferred by Franchisor, in whole or in part, without Franchisees consent, in its sole discretion, to any person or legal entity that agrees to assume Franchisor's obligations hereunder, including a competitor of Franchisor, and shall be binding upon and inure to the benefit of Franchisor's successors and assigns including, without limitation, any entity which acquires all or a portion of the capital stock of Franchisor or any entity resulting from or participating in a merger, consolidation or reorganization in which Franchisor is involved, and to which Franchisor's rights and duties hereunder (in whole or in part), are assigned or transferred.

(b) Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee (and the Principal, if Franchisee is a legal entity), and that Franchisor has granted this Franchise in reliance on many factors, including, without limitation, the individual or collective character, skill, aptitude and business and financial capacity of Franchisee (and the Principal, if Franchisee is a legal entity). Accordingly, neither Franchisee nor any person owning any direct or indirect equity interest therein, shall directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in: (i) this Agreement or any portion or aspect thereof; (ii) the Agency or substantially all of the assets of the Agency; (iii) the Site; or (iv) any equity or voting interest in Franchisee (any such act or event is referred to as a "**transfer**") without the prior written approval of Franchisor, which shall not be unreasonably withheld. Any such purported transfer occurring by operation of law or otherwise, including any transfer by a trustee in bankruptcy, without Franchisor's prior written consent, shall be a material default of this Agreement, but the transferor shall remain obligated under this Agreement until released by Franchisor, or until this Agreement is terminated and all post-termination obligations required by this Agreement are fulfilled.

(c) Franchisee understands and acknowledges the vital importance of the performance of Franchisee to the market position and overall image of Franchisor. Franchisee also recognizes that there are many subjective factors that comprise the process by which Franchisor selects a suitable We Insure® franchisee. The consent of Franchisor to any Transfer by Franchisee shall remain a subjective determination and shall include, but not be limited to, the following conditions:

(i) The proposed transferee is a person or entity that meets Franchisor's standards

of qualification then applicable with respect to all new applicants for similar We Insure® franchisees and has satisfactorily completed the Franchisor's then-current evaluation process (which may include in-person interview, background checks, submission to Franchisor of financial statements and credit checks; among others);

- (ii) The proposed transfer is at a price and the purchase and sale agreement contains such terms and conditions as Franchisor shall deem reasonable;
 - (iii) As of the effective date of the proposed transfer, all obligations of Franchisee hereunder (including Franchisor's Affiliates) and under any other agreements between Franchisee and its Affiliates and Franchisor (including Franchisor's Affiliates) are fully satisfied;
 - (iv) As of the effective date of the proposed transfer, all obligations of the proposed transferee and its Affiliates to Franchisor under all agreements of any kind between the proposed transferee and Franchisor are fully satisfied; and
 - (v) As of the effective date of the proposed transfer, Franchisor shall have forwarded to Franchisee its approval of the proposed transfer to the proposed transferee, in accordance with this Agreement.
- (d) In addition to the foregoing, the requirements for all such transfers under this Section are as follows:
- (i) Franchisee must request that Franchisor provide the prospective transferee with Franchisor's current form of franchise disclosure document required by the Federal Trade Commission's Trade Regulation Rule on Franchising and/or other applicable state franchise registration/disclosure laws, and a receipt for such document shall be delivered to Franchisor; provided, however, Franchisor shall not be liable for any representations other than those contained in such franchise disclosure document;
 - (ii) The proposed transferee must execute Franchisor's then-current form of Franchise Agreement, which may contain terms and conditions substantially different from those in this Agreement, for an initial term equal to the initial term then being offered in Franchisor's then-current form of Franchise Agreement;
 - (iii) If the proposed transferee is an entity, each individual owner of such proposed transferee entity must execute our then-current Guaranty of Performance and Restrictive Covenant Agreement;
 - (iv) The proposed transferee shall pay to Franchisor a transfer fee (the "**Agency Ownership Transfer Fee**") prior to the date of transfer as follows: (i) if the transfer is from one franchisee to another franchisee of the Franchisor, or if franchisee sells its economic interests to the policies within the franchisee's book of business to another franchisee, a transfer fee is equal to \$1,500 and is to be paid to the Franchisor before any such transfer is completed; or (ii) if the transfer is to anyone else and the result is a change in the ownership or voting interest in the business entity the fee is \$2,500 per new member added;
 - (v) If permitted by applicable law, the transferor and the transferee shall have executed a general release in a form satisfactory to Franchisor, of any and all claims against Franchisor, its Affiliates and their officers, directors, attorneys, shareholders, and employees, in their corporate and individual capacities,

including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement or any other agreement;

- (vi) The transferee shall demonstrate to Franchisor's sole satisfaction that it meets all of Franchisor's requirements for becoming a We Insure® franchisee, including, without limitation, that it: (A) is properly licensed by all governmental and self-regulatory agencies and organizations; (B) meets Franchisor's managerial and business standards then in effect for similarly situated We Insure® franchisees; (C) possesses a good moral character, business reputation, and satisfactory credit rating; (D) is not a competitor of Franchisor; (E) will comply with all instruction and training requirements of Franchisor; and (F) has the aptitude and ability to operate a We Insure® franchised Agency (as may be evidenced by prior related business experience or otherwise); and
- (vii) The transferee and its personnel shall have completed, to Franchisor's satisfaction, the training then required by Franchisor. Franchisor will not charge transferee to attend training, but transferee is responsible for paying the travel and lodging expenses incurred in connection with attending training.

(e) Any additions or modifications to your corporation ownership, members, equity interests, or agency operations such as the assigned Designated Manager must first be sent to us via email to compliance@weinsuregroup.com for approval. You must provide to us an operating agreement that outlines the individuals name, contact information, role, and percentage of equity interests and you must receive our approval before any modifications can be made. Only a controlling member or members of the corporation who holds more than 51% equity interests may request changes to the agency information. Otherwise a corporate resolution will be required to make any changes requested such as but not limited to the Designated Manager assignment.

(f) Notwithstanding the foregoing, it is understood and agreed that if Franchisee is an individual, he may assign this Agreement, the Agency, and Franchisee's rights and obligations hereunder to a legal entity organized and wholly owned by Franchisee for that purpose only. Franchisor shall be given 30 days' advanced written notice of such assignment to review the terms thereof, and, upon receiving Franchisor's written consent and acknowledgement of compliance with the terms of this subsection: (i) such legal entity shall have all of such rights and obligations, and the term "**Franchisee**" as used in this Agreement shall refer to such legal entity; and (ii) the individual who was originally designated as "**Franchisee**" in this Agreement shall be deemed the Principal as such term is used in this Agreement. Notwithstanding the foregoing, such assignment shall in no way affect the obligations hereunder of the individual originally designated as "**Franchisee**" hereunder, who shall remain fully bound by and responsible for the performance of all of such obligations, jointly and severally, with such legal entity. Such legal entity shall at no time engage in any business or activities other than the exercise of the rights granted in this Agreement to Franchisee and the performance of its obligations as Franchisee hereunder.

(g) In the event of the death or Disability of Franchisee or of a stockholder of a corporation or member of a partnership or limited liability company to which this Agreement has been assigned, Franchisor shall consent to a transfer of this Agreement, or of the stock of said corporation or partnership or membership interest of said partnership or limited liability company, to the spouse, children, heirs or relatives by blood or marriage of the Person who is deceased or suffering from a Disability (or to the remaining shareholders, partners or members of Franchisee), whether said transfer is made by last will and testament, revocable living trust, or by operation of law, provided the following requirements are satisfied: (1) the proposed transferee substantially meets the then-current standards of qualifications of Franchisor for new franchisees and if this Agreement is not

otherwise in default; (2) the proposed transferee executes Franchisor's then-current form of Franchise Agreement, which may contain terms and conditions substantially different from those in this Agreement, for an initial term equal to the initial term then being offered in Franchisor's then-current form of Franchise Agreement; (3) if permitted by applicable law, the transferor and the transferee execute a general release in a form satisfactory to Franchisor, of any and all claims against Franchisor, its Affiliates and their officers, directors, attorneys, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement or any other agreement; (4) the transferee demonstrates to Franchisor's sole satisfaction that it meets all of Franchisor's requirements for becoming a We Insure™ franchisee, including, without limitation, that it: (i) is properly licensed by all governmental and self-regulatory agencies and organizations; (ii) meets Franchisor's managerial and business standards then in effect for similarly situated franchisees; (iii) possesses a good moral character, business reputation, and satisfactory credit rating; (iv) is not a competitor of Franchisor; (v) will comply with all instruction and training requirements of Franchisor; and (vi) has the aptitude and ability to operate a We Insure Agency; and (5) the transferee and its personnel shall have completed, to Franchisor's satisfaction, the training then required by Franchisor. The spouse or personal representative may, on written request to Franchisor made within 60 days of such death or Disability, continue to act as a temporary franchisee under this Agreement for a period not to exceed 90 days after death or Disability, provided that such person receives training as provided herein and that this Agreement is not otherwise in default. No Agency Ownership Transfer Fee shall be required to be paid upon said transfer to the surviving spouse, children, heirs, beneficiaries or devisees of Franchisee. If said representative fails to request in writing the right to continue to act as a franchisee under this Agreement within the specified 60-day period or if a transfer is made hereunder within a 90-day period following the death or Disability of Franchisee, this Agreement shall automatically terminate. Nothing herein shall modify the rights of any co-signer of this Agreement to fulfill the term of the Agreement in the event of the death of another co-signer, if the surviving co-signer was a purchaser approved by Franchisor who has complied with the training requirements of Franchisor.

(h) Franchisor's consent to a Transfer of any interest in Franchisee granted in this Agreement shall not constitute a waiver of any claims it may have against the transferor, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

(i) Franchisor will not require approval of the assignment or hypothecation of all or any part of the assets of the Agency or the stock or other interests in Franchisee, excluding Franchisees rights under this Agreement or the Franchise, to a bank or other lending institution as collateral security for loans made directly to or for the benefit of the Agency. However, Franchisor's approval will be required for any proposed assignment or hypothecation of this Agreement or the Franchise, which approval will not permit further transfers or assignments of this Agreement or the Franchise, without compliance by the transferee or assignee with the provisions of this Section.

(j) If Franchisee is a corporation or other business entity, all certificates representing shares of stock or other equity interests in Franchisee, whether already or hereafter issued by Franchisee, shall, from and after the date hereof, bear a legend sufficient under applicable law to constitute notice of the restrictions on such stock or other equity interests contained in this Agreement and to allow such restrictions to be enforceable. Such legend shall appear in substantially the following form:

The sale, transfer, pledge or hypothecation of this stock or equity interest is restricted pursuant to the terms of a Franchise Agreement dated July 21, 2021,

by and between We Insure, Inc., a Florida corporation, and the issuer of these shares.

(k) The parties expressly acknowledge and agree that in the event Franchisor, in its sole discretion, consents to a Transfer (other than a Transfer pursuant to Section 14(e) or 14(f) of this Agreement):

- (i) All of the transferor's rights to compensation under this Agreement shall immediately cease on the effective date of the Transfer;
- (ii) Franchisee shall relinquish and surrender any and all rights in and to Insurance Products in effect at the Agency on the effective date of the Transfer, including without limitation renewal rights.
- (iii) Transferee shall not be entitled to any Post-Term Extended Earnings as provided in this Agreement.

15. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF PARTIES

(a) Franchisor warrants and represents that it is a corporation, duly organized, existing and in good standing under the laws of the State of Florida. Franchisee, if a registered business entity, warrants and represents that it is duly organized, existing and in good standing under the laws of the state in which it was organized and/or incorporated.

(b) Franchisee represents and warrants that Franchisees Principal and all Non-Principals, officers, directors, employees or independent contractors of Franchisee that are required to be duly and fully licensed and appointed by any self-regulatory organization, governmental agency, or any Designated Carrier shall be, at all times during the term of this Agreement, duly and fully licensed and appointed as insurance agents or representatives under the control of Franchisor as set forth in this Agreement, and have all other requisite licenses, registrations, and authority to sell, deliver, service, and renew Insurance Products in any state in which Franchisee sells, delivers, services, and renews such Insurance Products.

(c) Franchisee shall immediately notify Franchisor of any and all litigation to which Franchisee or any of Franchisee's Principal, Affiliates, owners, directors, officers, employees or independent contractors may become a party, whether as plaintiff or defendant, and represents and warrants that no such litigation is now pending.

(d) Franchisee shall notify Franchisor of any investigations of or hearings related to Franchisee or any of Franchisee's Principal, Affiliates, owners, directors, officers, employees or independent contractors by any self-regulatory organizations, governmental agencies, or Designated Carriers, and represents and warrants that no such investigations or hearings are now pending.

(e) Franchisor has taken all necessary corporate action to enter into this Agreement and to carry out the terms and conditions thereof. If a corporation or other business entity, Franchisee has taken all necessary action, including, but not limited to, binding resolutions/actions of all of its managers, directors and/or shareholders to enter into this Agreement to carry out the terms and conditions thereof.

(f) Franchisee represents and warrants that neither Franchisee, nor any Principal, Affiliate, owner, partner, director, officer or manager of Franchisee, nor any affiliate, parent, child or spouse of any individual Franchisee (collectively for this paragraph "Franchisee"), supports terrorism, provides money or financial services to terrorists, or is engaged in terrorism, is on the current United States government list of organizations that support terrorism, nor has engaged in or been

convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes, and all are eligible under applicable United States immigrations laws to be in the United States and perform the obligations set forth in this Agreement. Franchisee further warrants and represents that Franchisee is not identified by a government or legal authority as a person with whom Franchisor is prohibited from transacting business and that it will notify Franchisor in writing immediately of the occurrence of any event that renders the foregoing representation and warranties incorrect.

16. DEFAULT, TERMINATION, AND SUSPENSION

(a) Automatic Termination. This Agreement shall automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following (which shall include Franchisee, Principal, Guarantors, and Franchisees officers, directors, managers, owners, employees and independent contractors unless otherwise noted in this Agreement):

- (i) Franchisee files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, makes a general assignment for the benefit of creditors, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Agency. In no event shall this Agreement or any right or interest hereunder be deemed an asset in any insolvency, receivership, bankruptcy arrangement or reorganization.
- (ii) Proceedings are commenced to have Franchisee adjudicated bankrupt or to seek Franchisees reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for Franchisee or the Agency without Franchisee's consent, and the appointment is not vacated within 60 days.
- (iii) A final judgment entered against Franchisee or its Principal in excess of \$10,000 remains unsatisfied or of record for 60 days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction).
- (iv) Franchisee purports to sell, assign, transfer or otherwise dispose of the Franchise, the Agency, this Agreement, or the franchise rights granted hereunder in violation of this Agreement.

(b) Termination with Notice but Without Opportunity to Cure. Franchisor may terminate this Agreement upon notice without providing Franchisee an opportunity to cure for any of the following:

- (i) Franchisee or its Principal are convicted of or plead guilty or no contest to a felony or any other crime or offense (even if not a crime); take part in any criminal misconduct relevant to the operation of the Agency; refuse to undergo or fail to pass a drug test or criminal background check to Franchisor's satisfaction; or if Franchisee fails to terminate any employee who fails to pass a drug test or criminal background check to Franchisor's satisfaction.
- (ii) Franchisee or its Principal makes any materially false statement, misrepresentation, or omission in connection with this Agreement or Franchisee's franchise application, including but not limited to any financial misrepresentation.

- (iii) Franchisee fails to complete the Initial Training (including any online courses) as required by this Agreement.
- (iv) Franchisee or its Principal, Non-Principal, or Designated Manager commits any fraud or misrepresentation in the operation of the Agency.
- (v) If any insurance company withdraws its appointment of Franchisee based on its determination that Franchisee has committed fraud.
- (vi) RESERVED.
- (vii) Franchisee violates any health, safety or sanitation law, ordinance, or regulation, or operates the Agency in a manner that presents a health or safety hazard to any customers or the general public which is materially injurious to the Franchised Business.
- (viii) RESERVED.
- (ix) The insurance company that provides the E&O Policy to Franchisor declines to provide errors and omissions insurance coverage for Franchisee.
- (x) RESERVED.
- (xi) Franchisee offers any unauthorized and unapproved products or services.
- (xii) RESERVED.
- (xiii) RESERVED.
- (xiv) A levy of writ of attachment or execution or any other lien is placed against Franchisee or its Principal or any of their assets which is not released or bonded against within 30 days.
- (xv) Franchisee locates or relocates the offices of the Agency to an address other than the Site without Franchisor's written consent, or Franchisee establishes an additional office for the Agency at an address other than the Site without Franchisor's written consent.
- (xvi) RESERVED.
- (xvii) Franchisee or its Principal materially violates any provision hereof pertaining to the Licensed Marks, the Confidential Information, or the System, or misuses the Licensed Marks, the Confidential Information, or the System.
- (xviii) Franchisee or its Principal violates any of the covenants set forth in this Agreement.
- (xix) Franchisee enters into a brokerage, commission, sharing, account sharing or service center agreement (oral or written) with any Person that is not Franchisor, or which is not obligated by contract to process all applications for Insurance Products exclusively through the facilities of Franchisor.
- (xx) Franchisee's ability to quote, issue, and bind policies for any Designated Carrier is terminated due to fraud, illegality, or any other reason that in Franchisees sole discretion materially affects Franchisees relationship with said Designated Carrier.

- (xxi) Any government action is taken against Franchisee that results in any obligation upon Franchisor which in Franchisor's sole judgment is uneconomical, not in the best interests of Franchisor, or would result in Franchisor having an unintended relationship or obligation.
- (xxii) Franchisee, its Principal or any of its employees or agents is found guilty of committing any act of violence, abuse, or financial exploitation against any customer of the Agency.
- (xxiii) Franchisee uses the assets of the Agency or the assets of customers of the Agency for personal use.
- (xxiv) Franchisee voluntarily or otherwise abandons the Agency. The term "abandon" includes any conduct that indicates a desire or intent to discontinue the Agency in accordance with the terms of this Agreement and shall apply in any event Franchisee fails to operate the Agency for a period of 3 or more consecutive Business Days without Franchisor's prior written approval.
- (xxv) Franchisor sends Franchisee 2 or more written notices to cure the same or similar defaults or violations of this Agreement during any 12-month period, or Franchisor sends Franchisee 5 or more notices to cure any defaults or violations of this Agreement during the Term, notwithstanding whether such defaults or violations are cured or waived.
- (xxvi) Franchisee or its Principal materially breaches any other agreement with Franchisor or any of its Affiliates, or threatens any material breach of any such agreement, or any lease for the Agency, and fail to cure such breach within any permitted cure period.
- (xxvii) Franchisee or its Principal takes any public action or conducts itself in a manner which, in Franchisor's discretion, whether or not criminal, adversely affects the operations of Franchisor or any other Franchisee, the System, the Licensed Marks, or the products offered through the System.

(c) Termination with Notice and After Opportunity to Cure. Franchisor may terminate this Agreement if any of the following remain uncured after the expiration of a 30-day cure period:

- (i) Franchisee fails to pay, as and when due, any sums owed to Franchisor, its Affiliates, or any of its major suppliers or vendors.
- (ii) Franchisee fails to provide financial or other reports as required under this Agreement.
- (iii) Franchisee fails to timely pay suppliers or otherwise fulfill its obligations to third parties dealing with Franchisee, without good cause given by such third parties
- (iv) Any audit reveals that Franchisee has failed to submit timely reports and/or remittances for any 2 reporting periods within any 12-month period.
- (v) Franchisee fails to immediately endorse and deliver to Franchisor any payments due to Franchisor from any third party that is erroneously made payable to Franchisee.
- (vi) Franchisee fails to open the Agency for business to the public on or before the

Opening Date.

- (vii) Franchisee fails to maintain the hours of operation as required by System Standards.
 - (viii) Franchisee fails to comply with System Standards.
 - (ix) Either Franchisee or its Designated Manager fails to personally supervise day-to-day operation of the Agency or fails to employ a sufficient number of qualified, competent personnel as Franchisor requires from time to time.
 - (x) Franchisee fails to procure or maintain any licenses, certifications, or permits necessary for the operation of the Agency.
 - (xi) Franchisee fails to meet the minimum production standard, after franchisor exhausted all reasonable efforts of assistance to franchisee, and or if franchisee disregards the franchisors attempts to resolve and fails to act in the attempts to cure the default.
 - (xii) Franchisee fails to satisfactorily complete Initial Training after participating in two Initial Training sessions.
 - (xiii) Franchisee commits any other breach of this Agreement.
 - (xiv) Franchisee commits any act, or fails to take any action, which in the opinion of Franchisor would be sufficient cause for the revocation of a license, registration or authority by any self-regulatory organization, governmental agency, or Designated Carrier in any state in which Franchisee sells, renews, services or delivers Insurance Products, or such licenses, registration, or authority is actually suspended or revoked.
 - (xv) Franchisee fails to conduct business according to the laws and regulations of any governing or self-regulating body or authority having jurisdiction over the Agency.
 - (xvi) The insurance coverage or Insurance Product underwriting practices by Franchisee, in the sole opinion of Franchisor, may jeopardize Franchisor's continued contractual agency relationship with any Designated Carrier.
 - (xvii) Franchisee orders or purchases supplies, signs, furnishings, fixtures, or equipment from any currently unapproved supplier.
 - (xviii) Franchisee fails to maintain insurance or to repay Franchisor for insurance paid for by it, or otherwise fails to adhere to the insurance requirements of this Agreement.
 - (xix) Franchisee's interest in any lease relating to the operation of the Agency at the Site is terminated or expires, or Franchisee's right of possession of the Site shall be terminated at any time for any cause whatsoever.
- (d) Any exercise by Franchisor of its right to terminate this Agreement shall be without prejudice or waiver of its rights hereunder or any other rights available at law or in equity, including its rights to damages.

(e) Franchisee may terminate this Agreement at any time for any reason upon providing Franchisor 90 days' prior written notice of its intent to terminate. Such termination shall be effective upon the expiration of such 90 day period, or such earlier date as may be mutually agreed by the parties.

(f) Instead of termination, Franchisor may suspend Franchisee's access to the Agency Management System upon the occurrence of any one or more of the following:

- (i) Franchisee conducts business for its own account in violation of this Agreement;
- (ii) Franchisor receives notification from any of the Designated Carriers that Franchisor's or Franchisee's access to such Designated Carrier is suspended or terminated.
- (iii) Franchisee fails to comply with the claims, binding, underwriting, or other requirements of a Designated Carrier;
- (iv) Franchisee fails to comply with Franchisor's SIFI guidelines, or otherwise fails to submit required documentation (including a signed copy of the application) or e-signatures to Franchisor in a timely manner, as required by this Agreement;
- (v) Franchisee fails to immediately endorse and deliver to Franchisor any payments due to Franchisor from any third party that is erroneously made payable to Franchisee;
- (vi) Franchisee fails to deposit into Franchisor's trust account customer premium payments made directly to Franchisee or makes deposits and fails to follow the proper depository notification procedure.
- (vii) Franchisee commits any action that, in Franchisor's sole discretion, could be considered a material violation of Insurance Product underwriting guidelines, including but not limited to quoting, issuing, or binding an Insurance Product (a) by or through a managing general agency or (b) in the excess and surplus lines except as except through Franchisor or with Franchisor's prior written permission;
- (viii) Franchisee or Franchisee's Principal (as the case may be) fails to maintain all required licenses, permits, and continuing education requirements;
- (ix) Franchisee permits unlicensed employees to quote, issue, or bind an Insurance Product;
- (x) Franchisee fails to comply with Franchisor's Acceptable Use Policy, as set forth in the Manual;
- (xi) Franchisee quotes, issues, or binds an Insurance Product without authorization from Franchisor or the Designated Carrier for such Insurance Product;
- (xii) Franchisee fails to pay, as and when due, any sums owed to Franchisor, its Affiliates, or any of its major suppliers or vendors; or
- (xiii) Franchisee fails to operate the Agency in compliance with Franchisor's branding requirements, including but not limited to failing to identify itself as a We Insure® franchisee or operating a separate and independent web presence without Franchisor's express written permission.

- (xiv) Franchisee does not provide the required signatures of all members for whom make up 51% of the business entity's ownership or voting interests when a change is requested by the franchisee.

(g) If Franchisee believes or contends that Franchisor has failed to meet any obligation under this Agreement, or if Franchisee believes that Franchisor has done anything whatsoever that would or could give rise to any claim or cause of action of any kind, against Franchisor by Franchisee, including but not limited to, any claim based on this Agreement, any claim based on a tort, any claim based on a statute and every other kind of claim, then Franchisee shall provide Franchisor with written notice of any such potential claim, within thirty (30) days of the first act allegedly giving rise to such claim, and such notice shall specifically enumerate all alleged acts, breaches, and deficiencies that Franchisee claims or alleges have been committed by Franchisor and shall include all facts that Franchisee believes form the basis for any potential claim against Franchisor. The notice shall provide Franchisor with a reasonable opportunity to cure all alleged wrongful acts or breaches, which shall in no event be less than thirty (30) days from the date of receipt of such notice by Franchisor. Failure to give such notice shall constitute an absolute and complete waiver of any claim for which such written notice and opportunity to cure has not been timely provided. The notice required herein shall be sent by certified mail and time is of the essence with respect to such written notice.

(h) If Franchisee, or anyone acting on behalf of Franchisee, directly or indirectly causes, or participates in, any customer in Franchisee's book of business moving its insurance business from the Franchisor, either during the term of this Agreement or during the twenty-four (24) months immediately following the termination of this Agreement for any reason, the damages that the Franchisor shall incur as a result of such a breach of this Agreement shall be calculated by multiplying the amount of annual commissions that the Franchisor would have received if such customer had not moved its insurance policy or policies, and multiplying that amount by the number six (6). For example, if Franchisee caused a customer to move an insurance policy in Franchisee's book of business, which policy was resulting in Franchisor being paid \$1,000.00 per year for commissions, then the amount of damages that Franchisor shall be deemed to have suffered as a result of Franchisee breaching this Agreement by causing such customer to move its business, shall be \$1,000 multiplied by six (6) or \$6,000.00. The reason for this is that insurance customers are often retained by insurance agencies for many years. Therefore, if an insurance customer moves its business from Franchisor, then the Franchisor incurs damages not only that year, it also loses the revenue from that customer for future years. The parties agree that six (6) years is a reasonable amount of time and that the calculation of damages set forth herein is a reasonable way of calculating damages which would otherwise be uncertain because the parties cannot predict how long a Franchisor would have retained the customer if the Franchisee had not participated in causing the customer to move the business. Franchisor shall have the right to offset any damages, calculated in accordance with the provisions of this paragraph, from any amounts that Franchisor may owe Franchisee or, if Franchisor does not owe any amounts to Franchisee, then Franchisee shall pay such damages to Franchisor within ten (10) days of written demand from Franchisor. The provisions of this paragraph shall not, in any way, limit any other remedy or right available to Franchisor pursuant to the terms of this Agreement.

17. POST-TERMINATION RIGHTS AND OBLIGATIONS

(a) Upon the expiration, termination or non-renewal of this Agreement, Franchisee must immediately:

- (i) Cease to operate the Agency and cease all use of the System and the Licensed Marks. Franchisee shall not thereafter, directly or indirectly, represent to the public that the former Agency is, or was operated as a part of, or is in any way

connected with the We Insure franchise network, or hold itself out as a present or former We Insure® franchise owner;

- (ii) Pay all sums owing to Franchisor, including those invoiced to Franchisee after the effective date of the expiration, termination, or non-renewal of this Agreement, including, but not be limited to, actual and compensatory damages, costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with enforcing its rights under this Agreement;
- (iii) Return to Franchisor, in good condition, the Manual and all other Confidential Information, including without limitation, any Client Account lists, insurance prospect lists, Insurance Product expiration lists, Client Account records, equipment, materials, forms, supplies and other property owned by Franchisor, and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document that Franchisee reasonably needs for compliance with any applicable provision of law;
- (iv) Take such action as may be required by Franchisor to transfer and assign to Franchisor or its designee all trade and similar name registrations and business licenses, and to cancel any interest that Franchisee may have in the same;
- (v) Immediately cease using all telephone numbers, facsimile numbers, directory listings, social media accounts, domain names, and other items covered by the Conditional Assignment, and to comply with the terms of the Conditional Assignment.
- (vi) Cease to use in advertising, or in any manner whatsoever, any methods, procedures or techniques associated with the System in which Franchisor has a proprietary right, title or interest; cease to use the Licensed Marks and any other marks and indicia of operation associated with the System, and remove from the Site all trade dress, physical characteristics, color combinations and other indications of operation under the System. Without limiting the generality of the foregoing, Franchisee agrees that in the event of the termination, expiration or non-renewal of this Agreement, Franchisee will remove all signage bearing the Licensed Marks, and, upon Franchisor's request, deliver such signs to Franchisor, and will remove any items that are characteristic of the System "trade dress" from the Site, and (to the extent permitted under the Site lease) repaint the Site in color schemes that are not confusingly similar to Franchisor's standardized and recognizable exterior color scheme, if applicable. Franchisee agrees that Franchisor or a designated agent may enter upon the Site at any time to make such changes at Franchisees sole risk and expense and without liability for trespass;
- (vii) Franchisee does hereby grant in favor of Franchisor a lien upon all interior and exterior signage or other fascia bearing any Licensed Marks that are to be displayed on the interior or exterior of the Site, and, in the event of any termination, expiration or non-renewal of this Agreement, Franchisee agrees to remove immediately such signage and fascia bearing any of the Licensed Marks from the Site. If Franchisee fails to make such alterations within 5 days after the effective date of them termination, expiration or non-renewal of this Agreement, Franchisee agrees that Franchisor or its designated agents may enter upon the Site at any time to make such alterations, at Franchisees sole risk and expense, without liability to Franchisee for trespass. Franchisor shall be entitled to acquire all such signage and

fascia not removed by Franchisee in a timely manner pursuant to this Section for the sum of \$100;

- (viii) Comply with the applicable covenants set forth in Sections 11 and 13 of this Agreement, as well as any other provisions of this Agreement which, by their nature, must survive the termination, expiration or non-renewal of this Agreement.

(b) Upon termination, expiration or non-renewal of this Agreement, Franchisor shall immediately cease to provide errors and omissions insurance coverage for Franchisee, and Franchisee shall not be entitled to any refund of errors and omissions insurance policy premiums.

(c) Upon termination, expiration or non-renewal of this Agreement, Franchisee shall continue to maintain and keep open all of its "customer escrow accounts" until such time as (i) all Designated Carriers have withdrawn all applicable customer funds therefrom, and (ii) Franchisor has reconciled such accounts against the periodic reports it receives from the Designated Carriers and thereafter notified Franchisee that it may close such accounts.

(d) Franchisee shall not, in any communication to any other We Insure® franchisee, disparage Franchisor or interfere with any contract to which Franchisor is a party.

18. FRANCHISOR'S PURCHASE RIGHT

(a) Upon termination or expiration of this Agreement for any reason whatsoever, Franchisor or its designee shall have the option (but not the obligation) for a period of 60 days from such termination or expiration to purchase all of Franchisee's right, title and interest in the Agency (including, without limitation, equipment, inventory and supplies) for a purchase price (the "**Purchase Price**") equal to the fair market value of all such assets as determined by the application of generally accepted accounting principles less the total of (a) the amount of any indebtedness remaining against or secured by any such assets; (b) the amount of any indebtedness or obligation owed by Franchisee to Franchisor, its affiliates, subsidiaries or designees; (c) the amount of any indebtedness or obligation for which Franchisee or the Agency is liable (directly or indirectly, contingently or otherwise) and for which Franchisor is or may become liable (directly or indirectly, contingently or otherwise) upon acquiring the Agency or otherwise; and (d) all amounts advanced by Franchisor, or which Franchisor has paid, or which Franchisor has become obligated to pay, on behalf of the Franchisee for any reason whatsoever (including, without limitation, interim sums required to be advanced for operations prior to the date of Franchisor's (or its designee's) exercise of the option granted hereunder). However, the following group and will not be included in the calculation of assets and will reduce commissions paid: (i) from products sold under Franchisee's state applicable insurance license(s); and/or (ii) from any carrier that has withdrawn the Franchisee's appointment.

- (i) If the parties cannot agree upon the Purchase Price within a reasonable time, an independent appraiser shall be designated by Franchisor, and his determination of the Purchase Price shall be binding on Franchisor and Franchisee. The cost of such appraisal shall be borne equally by the parties and the Franchisee's portion will be reflected by reduction in the purchase price.
- (ii) If Franchisor exercises its option to purchase the Agency, the Purchase Price shall be payable as follows:
 - (1) 10% of the Purchase Price shall be paid at the closing of the purchase transaction by bank or certified check.

- (2) The balance of the Purchase Price shall be paid over a period of 3 years in 36 equal monthly installments, the first monthly installment being made on the 10th day of the month following the month in which the initial payment is made. The obligation to make monthly installment payments shall be evidenced by a series of 36 negotiable promissory notes of the Franchisor payable to the order of the Franchisee, each bearing interest from the date of the closing at the published "**Prime Rate**" charged by Chase Manhattan Bank, New York, New York, to its most substantial commercial clients and containing provisions to the effect that should any note be unpaid for more than 10 days after written notice of default, the remaining notes shall forthwith become due and payable without any further notice; provided, however, that the Franchisor or any holder in due course shall have the right at any time after the calendar year in which the closing takes place to prepay the notes in multiples of \$1,000 in inverse order of maturity, together with interest to the date of payment.
- (iii) If Franchisor exercises its option to purchase the Agency, Franchisee agrees fully to cooperate in effectuating such transaction and undertakes to use his/her best efforts to provide Franchisor and its designees with all such data and documentation as reasonably may be required to give effect to the purposes of this Section.
- (iv) In the event Franchisor does not elect to exercise the foregoing option to purchase the Agency, Franchisee shall immediately return to Franchisor all materials which bear any of the Licensed Marks, trade names or copyrighted material. Franchisee shall also destroy any and all materials not otherwise required to be returned to Franchisor in accordance with this Agreement or the Manual. Contemporaneously, Franchisee shall return to Franchisor all copies in his/her possession of materials and documents (including, among other things, the Manual, corporate records and files, correspondence, brochures, agreements, and disclosure statements) relating to the grant or operation of the Agency.

19. POST-TERM EXTENDED EARNINGS

(a) In the event either: (i) Franchisee elects to terminate this Agreement pursuant to Section 16(e); (ii) this Agreement expires in accordance with its terms; (iii) Franchisee elects to not renew this Agreement; or (iv) Franchisor terminates this Agreement for any reason other than for a breach of Franchisees obligations set forth in this Agreement in paragraphs 16(a)(iv), 16(b)(i), 16(b)(ii), 16(b)(iv), 16(b)(vi), 16(b)(ix), 16(b)(xv), 16(b)(xviii), 16(b)(xix), 16(b)(xxiv), 16(b)(xxvi), 16(b)(xxvii), or 16(b)(xx), then Franchisee shall be entitled to received certain post termination compensation from Franchisor, which compensation is referred to in this Agreement as "Post-Term Extended Earnings". If Franchisor terminates this Agreement pursuant to section 16(a)(iv), 16(b)(i), 16(b)(ii), 16(b)(iv), 16(b)(vi), 16(b)(ix), 16(b)(xv), 16(b)(xviii), 16(b)(xix), 16(b)(xxiv), 16(b)(xxvi), 16(b)(xxvii), or 16(b)(xx), then no obligation to pay Franchisee Post-Term Extended Earnings shall arise pursuant to the provisions of this Agreement.

(b) If Post-Term Extended Earnings are payable to Franchisee pursuant to the terms of this Agreement, the initial amount of Post-Term Extended Earnings that shall be payable to Franchisee shall equal to 150% of Franchisee Commissions actually paid to Franchisee during the 12-month period preceding the effective date of termination, expiration, or non-renewal of this Agreement, less (i) the outstanding balance of the promissory note Franchisee signed for the Initial Franchise Fee, less (ii) any commissions payable for products sold under Franchisees state applicable insurance license, less (iii) any commissions attributable to any carrier that has withdrawn the

Franchisees appointment for any reason, and less (iv) any commissions attributable to any carrier that has discovered any false information submitted to the carrier by the Franchisee or its staff or discovered any fraud committed by any Franchisee or its staff.

(c) Franchisees Post-Term Extended Earnings shall be payable by Franchisor to Franchisee in 24 equal monthly installments, commencing with the 1st month following the effective date of termination, expiration, or non-renewal, and shall be payable via electronic funds transfer to an account designated in writing by Franchisee on or before the 15th day of each month.

(d) If Post-Term Extended Earnings are payable to Franchisee pursuant to the provisions of this Agreement, then within ten (10) business days of the termination, expiration, or non-renewal of this Agreement, Franchisor shall provide Franchisee with written notice of: (i) its calculations (together with such supporting documentation as Franchisor deems appropriate) of Franchisees Post-Term Extended Earnings and the monthly payments to be made to Franchisee.

(e) If Post-Term Extended Earnings are payable to Franchisee pursuant to the terms of this Agreement, then, beginning with the 13th payment of Post-Term Extended Earnings, the Post-Term Extended Earnings payments that are payable to Franchisee shall be reduced by an amount equal to that portion of the total Post-Term Extended Earnings attributable to commissions paid on any Client Account whose policy is not renewed in the 1-year period following the termination, expiration, or non-renewal of this Agreement. The amount of the reduction of the monthly payments for Post-Term Extended Earnings shall be calculated by first determining the amount of commissions that would have been paid to Franchisee during the twelve (12) months following termination of our business relationship if our original Agreement had remained in effect, then multiplying that amount times 1.5, and dividing the resulting balance by twenty-four (24). The resulting number shall be the amount of the twelve (12) payments for Post-Term Extended Earnings that will be paid to Producer on a monthly basis during the second year following the termination of our business relationship. Franchisor shall provide Franchisee with written notice of its recalculations (together with such supporting documentation as Franchisor deems appropriate) on or before the expiration of the 13th month following the termination, expiration, non-renewal of this Agreement.

(f) Notwithstanding the foregoing, Franchisor's obligation to pay Post-Term Extended Earnings pursuant to the provisions of this Agreement, shall terminate immediately and without notice to Franchisee, in the event that Franchisee breaches any of its obligations contained in paragraphs 16(a)(iv), 16(b)(i), 16(b)(ii), 16(b)(iv), 16(b)(v), 16(b)(vi), 16(b)(viii), 16(b)(xiv), 16(b)(xvii), 16(b)(xviii), 16(b)(xix), 16(b)(xxii), 16(b)(xxiii), 16(b)(xxv), 16(b)(xxvi), and/or 16(b)(xix) of this Agreement, or if Franchisee violates any of its post-term covenants or obligations pursuant to the terms of this Agreement.

(g) In the event that the death or disability of a Principal of Franchisee results in the termination of this Agreement, then Principal's heirs and beneficiaries shall be entitled to receive any Post-Term Extended Earnings that are payable pursuant to the provisions of this Agreement

(h) Upon the termination, expiration, or non-renewal of this Agreement, all of Franchisees rights to compensation under this Agreement shall immediately cease, except for (i) compensation which, in the usual course of business, had fully accrued and become fully due and payable to Franchisee prior to such termination, expiration, or non-renewal and (ii) any Post-Term Extended Earnings that may be payable pursuant to the provisions of the Agreement.

20. INSURANCE

(a) Franchisee shall, at its expense, and no later than the date of commencement of the

operation of the Agency, procure and maintain in full force and effect throughout the Term of this Agreement the following types of insurance: (i) a standard Business Owners Policy providing coverage for the Site with liability limits of not less than \$1,000,000/\$1,000,000, unless such requirement is waived in writing by Franchisor; (ii) a standard hired and non-owned automobile policy with liability limits of not less than \$1,000,000; and (iii) a Workers Compensation Policy with liability limits as required by state law, unless such requirement is waived in writing by Franchisor. In its discretion, the types and amounts of insurance to be acquired and maintained by Franchisee may be modified in writing by Franchisor. Franchisee shall cause all such policies for the aforementioned coverages to be endorsed so that Franchisor is an additional named insured.

(b) Franchisee shall make timely delivery of certificates of all required insurance to Franchisor, each of which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least 7 days' prior written notice to Franchisor.

(c) Should Franchisee fail to acquire or maintain insurance under this Section, Franchisor shall have the right to obtain such insurance on Franchisee's behalf and deduct from Franchisee Commissions the cost of the premiums of such insurance plus an 18% administrative fee.

(d) The procurement and maintenance of such insurance shall not relieve Franchisee of any liability to Franchisor under any indemnity requirement of this Agreement.

(e) Franchisee shall ensure that it also acquires all other insurance as required by any lessors, lenders, or applicable laws, including, but not limited to, unemployment compensation insurance.

21. TAXES, PERMITS, INDEBTEDNESS, COMPLIANCE WITH LAWS

(a) Franchisee shall promptly pay when due any and all federal, state and local taxes including without limitation unemployment and sales taxes, levied or assessed with respect to any services or products furnished, used or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the Agency. Should any taxes or other indebtedness be imposed on or charged to Franchisor that arise out of Franchisees obligations, Franchisee agrees that it shall reimburse Franchisor in full for such taxes paid on Franchisees behalf.

(b) Franchisee shall comply with all applicable federal, state and local laws, rules and regulations. Franchisee shall also timely obtain any and all permits, certificates and licenses for the full and proper conduct of the Agency.

(c) Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Agency.

22. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

(a) It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, warranty or representation or to create any obligation on behalf of Franchisor except as expressly authorized under this Agreement. Nothing in this Agreement is intended by the parties to create a fiduciary relationship between them or to constitute Franchisee as a legal representative, subsidiary, joint venture, partner, employee, tenant or servant of Franchisor for any purpose whatsoever. In all dealings with third parties including, without limitation, employees, suppliers and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent contractor licensed by Franchisor to utilize the Licensed Marks and operate the Agency. Franchisee shall be responsible for payment of its own federal income taxes, social security, Medicare and such other taxes and liabilities assessed or

levied against Franchisee by virtue of this Agreement and the sums received by Franchisee pursuant to this Agreement. Subject only to the limitations set forth in this Agreement, Franchisee shall have the discretion to determine the time, place and manner of soliciting and servicing clients and otherwise carrying out its obligations hereunder, subject to the limitations set forth in this Agreement and Franchisor's high ethical standards and its quality customer service.

(b) Franchisee agrees to protect, defend, indemnify, and hold Franchisor and its Affiliates, and their respective directors, officers, agents, attorneys and shareholders jointly and severally (collectively the "**Franchisor Indemnitees**"), harmless from and against, and promptly to reimburse Franchisor Indemnitees for, all Claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, consequently, directly or indirectly incurred (including without limitation reasonable attorneys' and paralegals' fees, court costs and costs of investigation) as a result of, arising out of, or connected with: (i) Franchisee's breach of any of the terms, covenants, warranties, or representations of this Agreement; (ii) the operation of the Agency; (iii) any unauthorized use of the Agency Management System; (iv) any negligence or willful misconduct on the part of Franchisee or its Principals or Affiliates, or any of their respective directors, officers, agents, shareholders, employees, contractors, subcontractors, licensees or invitees; (v) any incident, death, injury or damage to any person or property occurring in, on or about the Site; (vi) Franchisee's use of the Licensed Marks or other proprietary material; or (vii) any unauthorized transfer of your rights under this Agreement or of the Agency; or (viii) Franchisee's failure to pay, when due, any and all tax obligations. Franchisor shall have the right to defend or settle any such claim against it in such manner as Franchisor deems appropriate, in its sole discretion.

(c) Franchisor agrees to protect, defend, indemnify, and hold Franchisee and its Principals or Affiliates, and their respective directors, officers, agents, attorneys and shareholders jointly and severally (collectively, the "**Franchisee Indemnitees**"), harmless from and against, and promptly to reimburse Franchisee Indemnitees for, all Claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, consequently, directly or indirectly incurred (including without limitation reasonable attorneys' and paralegals' fees, court costs and costs of investigation) as a result of, arising out of, or connected with: (i) Franchisor's breach of any of the terms of this Agreement, (ii) the gross negligence or willful misconduct of Franchisor or its Affiliates, or any of their respective directors, officers, agents, or shareholders, or (iii) the infringement of third parties' intellectual property rights, as described in this Agreement.

(d) The provisions of this Section shall continue in full force and effect subsequent to and notwithstanding the termination, expiration, non-renewal, assignment, or transfer of this Agreement for any reason.

23. WRITTEN APPROVALS, WAIVERS, FORMS OF AGREEMENT AND AMENDMENT

(a) Whenever this Agreement requires, or Franchisee desires to obtain, Franchisor's approval, Franchisee shall make a timely written request in accordance with the notice provisions of this Agreement. Unless a different time period is specified in this Agreement, Franchisor shall respond with its approval or disapproval within 15 days of receipt of such request. If Franchisor has not specifically approved a request within such 15-day period, such failure to respond shall be deemed an approval of any such request.

(b) No failure of Franchisor to exercise any power reserved to it by this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms in this Agreement. No waiver or approval by Franchisor of any particular breach or default by Franchisee, nor any delay, forbearance or omission by Franchisor to act or give notice of default or to exercise any power or right arising by reason of such default hereunder, nor acceptance by Franchisor of any payments

due hereunder, shall be considered a waiver or approval by Franchisor of any preceding or subsequent breach or default by Franchisee of any term, covenant or condition of this Agreement.

(c) No warranty or representation is made by Franchisor that the forms of Franchise Agreement entered into by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Franchisee recognizes and agrees that Franchisor may, due to local business conditions or otherwise, waive or modify comparable provisions of other Franchise Agreements granted to other We Insure® franchisees in a non-uniform manner.

(d) Except as otherwise specifically provided in this Agreement to the contrary, no amendment, change or variance from this Agreement shall be binding upon either Franchisor or Franchisee except by mutual written agreement. If an amendment of this Agreement is executed at Franchisees request, any legal fees or costs of preparation in connection with such amendment shall, at the option of Franchisor, be paid by Franchisee. If an amendment of this Agreement is executed at Franchisor's request, any legal fees or costs of preparation in connection with it shall be paid by Franchisor.

24. ENFORCEMENT

(a) To ensure Franchisee's compliance with this Agreement, and to enable Franchisor to carry out its obligations under this Agreement, Franchisee agrees that Franchisor and its designated agents shall be permitted full and complete access during business hours, without notice, to inspect (and copy, if Franchisor so desires) the Site and the Agency and all related records, including, but not limited to, records relating to Franchisees prospective clients and Client Accounts, suppliers, employees, agents and independent contractors. Franchisee agrees to render such assistance as may reasonably be requested by Franchisor and its designated agents, and to take such steps as may be necessary to immediately correct any deficiencies detected during such an inspection upon the request of Franchisor or its designated agents.

(b) Franchisor or its designee shall be entitled to obtain, without bond, declarations, temporary and permanent injunctions, and orders of specific performance, in order to enforce the provisions of this Agreement relating to Franchisee's use of the Licensed Marks, the obligations of Franchisee upon termination, expiration or non-renewal of this Agreement, and assignment or transfer of the Franchise and ownership interests in Franchisee, or to prohibit any act or omission by Franchisee or its employees that constitutes a violation of any applicable law or regulation, that is dishonest or misleading to prospective or current customers of businesses operated under the System, that constitutes a danger to other We Insure® franchisee owners, employees, customers or the public, or that may impair the goodwill associated with the Licensed Marks.

(c) If Franchisor secures any declaration, injunction or order of specific performance pursuant to Section 23(b) above, if any provision of this Agreement is enforced at any time by Franchisor, or if any amounts due from Franchisee to Franchisor are, at any time, collected by or through an attorney at law or collection agency, Franchisee shall be liable to Franchisor for all costs and expenses of enforcement and collection including, but not limited to, court costs and reasonable attorneys' fees.

25. NOTICES

Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized overnight courier service, receipt acknowledged. Notices to Franchisee shall be addressed to Principal at the address listed in the Preamble of this Agreement. Notices to Franchisor shall be addressed to it at the address listed in the Preamble of this Agreement, Attention: President. Any notice complying with the provisions hereof shall be deemed to be given 3 days

after mailing, or on the date of receipt, whichever is earlier. Each party shall have the right to designate any other address for such notices by giving notice thereof in the foregoing manner, and in such event all notices to be mailed after receipt of such notice shall be sent to such other address. Notwithstanding the foregoing, in the event that notice is required to be given under Section 16(f) of this Agreement, such notice may be sent by electronic mail (e-mail) and shall be deemed to be delivered as of the date and time such e-mail was sent by the sender.

26. GOVERNING LAW AND DISPUTE RESOLUTION

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law rules.

(b) The parties agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner and agree as follows:

(i) The parties shall make a good-faith effort to resolve any Claim arising out of or relating to this Agreement or the transactions contemplated in this Agreement, except in a case when an injunction is required to prevent an immediate and ongoing harm.

(ii) Any and all Claims between the parties (arising out of or relating to this Agreement, the transactions contemplated in this Agreement and/or the relationship between the parties) that the parties cannot resolve through negotiation and mediation, shall be brought solely and exclusively in (i) the circuit or county court located in Duval County, State of Florida, or (ii) in the United States District Court for the Middle District of Florida (Jacksonville Division), and each Party agrees not to assert, by way of motion, as a defense or otherwise, in any such Claim, that it is not subject personally to the jurisdiction of the such court, that the Claim is brought in an inconvenient forum, that the venue of the Claim is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each Party further irrevocably submits to the jurisdiction of such court in any such Claim.

(iii) In all Claims, Franchisee consents and agrees that it may be served with process outside the State of Florida in the same manner as service may be made within the State of Florida by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction, and Franchisee hereby waives any defense it may have of insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of service available in such lawsuits and shall be available in addition to any other method of service allowed by law.

(iv) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY CLAIM ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER AGREEMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PARTY IN CONNECTION WITH THIS AGREEMENT.

(v) Notwithstanding the foregoing, judgments and judicial orders may be enforced in any court of competent jurisdiction.

- (vi) Notwithstanding the foregoing, a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

27. MISCELLANEOUS

(a) Should any provision of this Agreement be for any reason held invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application to the extent required to render it valid; and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this subsection shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, on a temporary or permanent basis, to reduce the scope of any covenant or provision of this Agreement binding upon Franchisee, or any portion hereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fully enforceable.

(b) To facilitate the execution of this Agreement by geographically separated parties, it may be executed in two or more counterparts, all of which shall constitute one and the same instrument. The execution by one party of any counterpart shall be sufficient execution by that party whether or not the same counterpart has been executed by any other party. This Agreement shall become effective when each party has signed at least one counterpart. All facsimile executions shall be treated as originals for all purposes.

(c) The headings and captions contained in this Agreement are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. The parties agree that each section of this Agreement shall be construed independently of any other section or provision of this Agreement.

(d) All provisions of this Agreement which, by their nature, survive the termination of this Agreement are deemed to survive the termination of this Agreement for any reason.

(e) Each of the parties agrees that they shall sign such additional and supplemental documents as may be necessary to implement the transactions contemplated pursuant to this Agreement when requested to do so by any party to this Agreement.

(f) Franchisee represents and warrants to Franchisor that it (a) understands fully the terms of this Agreement (including all of its Exhibits) and the consequences of the execution and delivery of this Agreement, (b) has been afforded an opportunity to have this Agreement reviewed by, and to discuss this Agreement and any other document executed in connection herewith with, such attorneys and other persons as such party may wish, and (c) has entered into this Agreement and executed and delivered all documents in connection herewith of its own free will and accord and without threat, duress or other coercion of any kind by any person or entity. The parties acknowledge and agree that neither this Agreement nor the any related agreements shall be construed more favorably in favor of one than the other.

(g) The terms and conditions of this Agreement shall be binding upon the assigns, creditors, transferees or successors in interest, whether by operation of law or otherwise, of the parties to this Agreement.

(h) Time is of the essence of this Agreement and each covenant and condition contained in this

Agreement.

(i) The terms of all Exhibits and schedules to this Agreement are hereby incorporated into this Agreement by this reference.

(j) This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between the Franchisee and the Franchisor. There are no other oral or written understandings or agreements between the parties concerning the subject matter of this Agreement, except for the information contained in the Franchisor's Franchise Disclosure Document. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both the Franchisee and the Franchisor.

(k) EXCEPT FOR FRANCHISEE'S OBLIGATIONS TO INDEMNIFY FRANCHISOR AND CLAIMS FOR UNAUTHORIZED USE OF THE MARKS OR CONFIDENTIAL INFORMATION, FRANCHISEE AND FRANCHISOR EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. FRANCHISEE AND FRANCHISOR ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN FRANCHISEE AND FRANCHISOR, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS

(l) In the event of a dispute arising out of the terms of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including without limitation reasonable attorneys' fees, paralegals' fees and fees of experts, incurred in connection with such action, including any appeal of such action.

(m) Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to fire, flood, or other natural disaster or act of God, war or other national emergency, pandemic, epidemic, government ordered quarantine, terrorism, embargo, riot, strike, the intervention of any governmental authority, communications line failures, power failures or other causes beyond the reasonable control of the parties (but specifically excluding therefrom general economic conditions or the economy in general as a cause), provided, however, (i) such delay or failure could not have been prevented by reasonable precautions by that party, and (ii) that the party so delayed must promptly notify the other party of such delay and undertake all efforts that are reasonable under the circumstances to resume performance of its obligations hereunder as soon as feasible.

(n) Franchisor shall be entitled to set-off against any amounts it owes to Franchisee whether pursuant to this Agreement or any other agreement with Franchisor or any Franchisor's Affiliate, consistent with applicable law.

(o) This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement.

28. ACKNOWLEDGMENTS

Franchisee hereby expressly acknowledges the following:

(a) FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND UNDERSTANDS AND ACKNOWLEDGES THAT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON THE BUSINESS ABILITIES AND PARTICIPATION OF FRANCHISEE AND ITS EFFORTS AS AN INDEPENDENT BUSINESS OPERATOR. FRANCHISEE AGREES THAT NO CLAIMS OF SUCCESS OR FAILURE HAVE BEEN MADE TO IT PRIOR TO SIGNING THIS

AGREEMENT; AND THAT IT UNDERTAKES ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT CONTAINS ALL ORAL AND WRITTEN AGREEMENTS, REPRESENTATIONS AND ARRANGEMENTS BETWEEN THE PARTIES, AND ANY RIGHTS WHICH THE RESPECTIVE PARTIES MAY HAVE HAD UNDER ANY OTHER PREVIOUS CONTRACTS RELATING TO THE SUBJECT MATTER HEREOF ARE HEREBY CANCELLED AND TERMINATED, AND NO REPRESENTATIONS OR WARRANTIES ARE MADE OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. THIS AGREEMENT CANNOT BE CHANGED, AMENDED OR MODIFIED EXCEPT IN A WRITING SIGNED BY ALL PARTIES. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED OR RELIED UPON, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

Initial 

(b) FRANCHISEE HAS NO KNOWLEDGE OF ANY REPRESENTATIONS BY FRANCHISOR OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SERVANTS, OR AFFILIATES ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE DOCUMENTS INCORPORATED IN THIS AGREEMENT. FRANCHISEE REPRESENTS, AS AN INDUCEMENT TO FRANCHISOR'S ENTRY INTO THIS AGREEMENT, THAT IT HAS MADE NO MISREPRESENTATIONS IN OBTAINING THIS AGREEMENT.



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(c) FRANCHISOR'S APPROVAL OR ACCEPTANCE OF FRANCHISEES SITE DOES NOT CONSTITUTE A RECOMMENDATION OR ENDORSEMENT OF THE LOCATION OF THE AGENCY, NOR ANY ASSURANCE BY FRANCHISOR THAT THE OPERATION OF THE AGENCY AT THE SITE WILL BE SUCCESSFUL OR PROFITABLE.



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(d) FRANCHISOR OR ITS AGENT HAS PROVIDED FRANCHISEE WITH A FRANCHISE DISCLOSURE DOCUMENT NOT LATER THAN 14 CALENDAR DAYS BEFORE THE EXECUTION OF THIS AGREEMENT OR THE PAYMENT OF ANY CONSIDERATION. FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISEE HAS READ SUCH FRANCHISE DISCLOSURE DOCUMENT AND UNDERSTANDS ITS CONTENTS.



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(e) FRANCHISEE HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH ITS OWN ATTORNEYS, ACCOUNTANTS AND OTHER ADVISORS AND THAT THE ATTORNEYS FOR FRANCHISOR HAVE NOT ADVISED OR REPRESENTED TO FRANCHISEE WITH RESPECT TO THIS AGREEMENT OR THE RELATIONSHIP THEREBY CREATED.



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(f) FRANCHISEE, TOGETHER WITH ITS ADVISERS, HAS SUFFICIENT KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS TO MAKE AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE FRANCHISE.



Initial

(g) FRANCHISEE IS AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE AGENCY FRANCHISE OWNERS OF FRANCHISOR MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT(S), AND CONSEQUENTLY THAT FRANCHISOR'S OBLIGATIONS AND RIGHTS WITH RESPECT TO ITS VARIOUS FRANCHISEE AND TERRITORY MANAGERS MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES.

^{DS}
TH

Initial

(h) THIS AGREEMENT (TOGETHER WITH ALL OF ITS EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT TERMINATES AND SUPERSEDES ANY PRIOR AGREEMENT BETWEEN THE PARTIES (WHETHER ORAL OR WRITTEN) CONCERNING THE SAME SUBJECT MATTER.

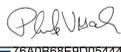
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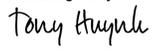
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

WE INSURE, INC.

DocuSigned by:
 7/21/2021
76A0B8E9D05444...
By: Philip C. Visali
Its: President

“Franchisor”

DocuSigned by:
 7/21/2021
A4F7E5A5B7E54...
By: Tony Hryn
Its: Owner

“Franchisee”

**EXHIBIT 1 TO FRANCHISE AGREEMENT
LOCATION OF SITE**

LOCATION OF SITE

The address of the Agency's Site is:

To Be Determined

WE INSURE, INC.

DocuSigned by:



7/21/2021

By: Philip C. Visali

Its: President

"Franchisor"

DocuSigned by:



7/21/2021

By: Tony Huynh

Its: Owner

"Franchisee"

**EXHIBIT 2 TO FRANCHISE AGREEMENT
GUARANTY OF PERFORMANCE**

GUARANTEE OF PERFORMANCE

In consideration of, and as an inducement to, the execution of the Franchise Agreement dated as of _____ July 21, 2021 _____, by and between WE INSURE, INC., a Florida corporation ("**Franchisor**"), and _____ Tony Huynh _____ ("**Franchisee**") (the "**Franchise Agreement**"), each of the undersigned persons (the "**Guarantors**") hereby executed this Guarantee of Performance ("**Guaranty**") and agree as follows:

1. **Obligations of Guarantors.** Guarantors absolutely, unconditionally, jointly, and severally guarantee to Franchisor and its successor and assigns the full payment and performance of Franchisees covenants, payments, agreements, and undertakings of Franchisee contained and set forth in the Franchise Agreement, together with any extensions, renewals, or modifications thereof (collectively, the "**Obligations**").

2. **Unconditional Guaranty.** No action that the Franchisor may take or omit to take in connection with the Obligations, and no conduct, custom, practice or course of dealing of the Franchisor with the Guarantors or any other person or entity, shall release or diminish the Guarantors' obligations, liabilities, agreements or duties hereunder, affect this Guaranty in any way, or afford the Guarantors any recourse against the Franchisor, regardless of whether any such action or inaction may increase any risks to, or liabilities of, the Guarantors. No action or inaction of the Guarantors or any other person or entity, and no change of law or circumstances, shall release or diminish the Guarantors' obligations, liabilities, agreements or duties hereunder, affect this Guaranty in any way, or afford the Guarantors any recourse against the Franchisee.

3. **Term of Guaranty.** The liability of Guarantors hereunder shall continue so long as Franchisees obligations continue under the Franchise Agreement, including any obligations of Franchisee that survive the termination of the Franchise Agreement.

4. **Waivers by Guarantors.** The Guarantors hereby waive notice of all of the following: (i) the Franchisor's action or inaction with respect to any of the Obligations; (ii) the Franchisor's acceptance of this Guaranty; (iii) the present existence or future incurring of any of the Obligations or any terms or amounts thereof or any change therein; (iv) any default by the Franchisee or any Guarantor; (v) the obtaining or release of any guaranty or surety agreement (in addition to this Guaranty), pledge, assignment, or other security for any of the Obligations; and (vi) the presentment, demand, notice of demand, presentment for payment, protest, notice of nonpayment or dishonor, notice of protest and any other demands and notices required by law in connection with this Guaranty or any instrument evidencing any Obligations, except as such waiver may be expressly prohibited by law.

5. **Consent to Franchisor's Acts; Agreements of Guarantor.** The Guarantors consent, without affecting the Guarantors' liability to the Franchisor hereunder, that the Franchisor may, without notice to or consent of the Guarantors, upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, the time of payment of any installment or other payment due under the Franchise Agreement; and (b) settle against any other person, firm or corporation whose obligation is held by the Franchisor. The Guarantors hereby ratify and affirm any such extension, renewal, release, surrender, exchange, modification, impairment, settlement or compromise; and all such actions shall be binding upon the Guarantors, who hereby waive all defenses, counterclaims or offsets which the Guarantors might have by reason thereof. The Guarantors agree to make all payments hereunder in lawful money of the United States of America in immediately available funds.

6. **Restrictive Covenants.** Guarantors hereby represent and warranty, jointly and severally, that they have read, shall abide by, and are bound by and to the covenants contained in Section 13 of the Franchise Agreement, including the covenants of non-disclosure, non-solicitation, and non-competition.

7. **No Subrogation.** Nothing contained in this Agreement is intended or shall be

construed to give to Guarantors any right of subrogation in or under any Franchise Agreement, security document, or any other loan document evidencing in any way or relating to any obligation of Franchisee to Franchisor, any right to participate in any way therein, or in the right, title, and interest of Franchisor in and to any collateral covered by any loan or security documents relating to any such obligation notwithstanding any payments made by Guarantors under this Guaranty, all such rights of subrogation and participation being hereby expressly waived and released.

8. Representations by Guarantors. Guarantors, jointly and severally, represent that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of Guarantors to Franchisee hereunder, or the immediate taking effect of this Guaranty as the sole agreement between Guarantors and Franchisee with respect to guaranteeing Franchisee's obligation to Franchisors as described in this Agreement.

9. Remedies of Franchisor. The Franchisor shall have the right to proceed against any Guarantor without first proceeding against the Franchisee or any other guarantor or endorser of the Obligations. Franchisor may proceed against one Guarantor or against any or all Guarantors, jointly and severally. Nothing in this paragraph shall impair any other rights Franchisor may have by operation of law or under any other document, all of which rights are cumulative.

10. Return of Payments of Guarantors. Notwithstanding the cancellation or termination of the Franchise Agreement, or any other note or other agreement evidencing the Obligations, the Guarantors agree that, if at any time all or any part of any payment previously applied by the Franchisor to any of the Obligations must be returned by the Franchisor for any reason, whether by court order, administrative order, or settlement, the Guarantors shall be liable for the full amount returned as if such amount had never been received by the Franchisor.

11. Representations by Guarantors. The Guarantors represent that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantors to the Franchisor hereunder or the immediate taking effect of this Guaranty as the sole agreement between the Guarantors and the Franchisor with respect to guaranteeing the Franchise Agreement.

12. Governing Law. This Guaranty and all related instruments or documents shall be construed pursuant to and governed by the laws of the State of Florida without regard to the conflict of laws principles.

13. Benefit. This Guaranty shall be binding upon Guarantors and all legal representatives, successors and permitted assigns of Guarantors, and shall inure to the benefit of Franchisor and its legal representatives, heirs, executors, administrators, successors and assigns. All references in this Agreement to "**Franchisor**" shall be deemed to apply to Franchisor and its legal representatives, heirs, executors, administrators, successors and assigns, and all references in this Agreement to "**Guarantors**" shall be deemed to apply to Guarantors and their legal representatives, successors and permitted assigns.

14. Third-Party Beneficiary. Guarantors hereby agree and acknowledge that Franchisor, and its successors and assigns, shall be, and are hereby, named as an express third-party beneficiary of this Guaranty, with full rights of such status. No other person or entity shall be deemed a third-party beneficiary of this Guaranty.

15. Complete Agreement. The whole of this Guaranty is herein set forth and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. Any modifications or amendments to this Guaranty shall be in writing and signed by the Franchisee and Guarantors or their respective successors in interest.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty under seal effective as of the date of the Agreement.

DocuSigned by:
Tony Huynh 7/21/2021
AA513E0A51B44P

Name: _____

Name: _____

Name: _____

**EXHIBIT 3 TO FRANCHISE AGREEMENT
OWNER'S STATEMENT**

OWNER'S STATEMENT

This form must be completed by the Franchisee (“I,” “me,” or “my”) if I have multiple owners or if I, or my Agency, is owned by a business organization (like a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Franchise Agreement to me.

1. **Form of Owner.** I am a (check one):

- (a) General Partnership
 - (b) Corporation
 - (c) Limited Partnership
 - (d) Limited Liability Company
 - (e) Other
- Specify: sole proprietor

I was formed under the laws of N/A.
(state)

2. **Business Entity.** I was incorporated or formed on N/A, under the laws of the State of N/A. I have not conducted business under any name other than my corporate, limited liability company or partnership name and N/A. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

<u>Name of Person</u>	<u>Position(s) Held</u>
Tony Huynh	Owner

3. **Owners.** The following list includes the full name and mailing address of each person who is one my owners and fully describes the nature of each owner’s interest. Attach additional sheets if necessary.

Owner’s Name and Address	Description of Interest	% of Ownership
Tony Huynh 2091 Chesapeake Drive Bowling Green, KY 42104	Owner	100%

4. **Principal.** The designated Principal is To Be Determined.

5. **Governing Documents.** Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

This Owner's Statement is current and complete as of 07/21/2021, 20 .

OWNER

INDIVIDUALS:

DocuSigned by:
Tony Huynh 7/21/2021
AA515E5DAB1B494...
Signature _____

Tony Huynh
Print Name _____

Signature _____

Print Name _____

**CORPORATION, LIMITED
LIABILITY COMPANY OR
PARTNERSHIP:**

By: _____

Title: _____

Date: _____

**EXHIBIT 4 TO FRANCHISE AGREEMENT
LIMITED SOFTWARE LICENSE**

LIMITED SOFTWARE LICENSE

Pursuant to that certain Franchise Agreement dated July 21, 2021 by and between **WE INSURE, INC.**, a Florida corporation (**"Franchisor"**) and Tony Huynh (**"Franchisee"**) (the **"Agreement"**), Franchisor hereby grants to Franchisee a personal, non-transferable, and non-exclusive sublicense (without the right to further sublicense) the Agency Management System (as defined in the Agreement), subject to the following terms and conditions:

1. The license granted hereunder shall apply to any and all software and associated written and electronic documentation and data furnished as part of the Agency Management System (collectively, the **"Software"**), Franchisee may use the Software in object code form, solely in connection with the Agreement, and in strict accordance with this Limited Software License. Franchisee may not take any actions whatsoever to reverse assemble, reverse compile or otherwise derive a source code version of the Software. The Software shall at all times remain the sole and exclusive property of Franchisor.
2. Franchisee may not copy or download the Software in any form whatsoever.
3. Franchisee covenants and agrees that it shall cause its individual owner, if Franchisee is a legal entity, and all employees authorized by Franchisor to access to the Software (each a **"User"** and together the **"Users"**) to comply with the terms and conditions of this Limited Software License, and that Franchisee shall be liable for a User's failure to do so.
4. The term of the license granted hereunder shall be coterminous with the Term of the Agreement.
5. Franchisee agrees, covenants and warrants that its use of the Software will at all times comply (and that it shall cause its Users at all times to comply) with (i) all applicable laws, rules and regulations of any regulatory authority and (ii) with all written and electronic instructions and restrictions from Franchisor regarding such use, including those of Franchisor's Privacy Policy and Acceptable Use Policy (**"AUP"**) as set forth in the Manual and as amended from time to time. It is the Franchisee's obligation to review the Privacy Policy and AUP from time to time, and all such amendments to the Privacy Policy and the AUP are to be deemed automatically incorporated into this Limited Software License. Franchisor may immediately terminate this Limited Software License, suspend any use of the Software, remove any Content, or take other remedial action if Franchisor determines, in its sole, reasonable discretion, that such use or such Content (i) does not comply with the provisions of this Limited Software License, the Privacy Policy, the AUP, applicable Export Laws, or Privacy Laws, (ii) tampers or interferes with any third party communications or with Franchisor's ability to provide Software to any other person; or (iii) violates (or is likely to violate) any laws, rules or regulations of any Regulatory Authority. Franchisor's action or inaction under this Section 5 is not to be construed as either review or approval of any Content, nor the creation of any inference that Franchisor is the publisher thereof, nor a waiver of any of Franchisor's rights or remedies under this Agreement. Franchisor will use reasonable efforts to provide notice to Franchisee before taking action under this Section 5.
6. In order to use the Software, each such User may be required to register an account with the Software. In doing so, each User will be required to submit certain personally identifiable information to Franchisor in accordance with its Privacy Policy. Franchisee warrants and covenants that it will (i) provide a copy of Franchisor's most recent Privacy Policy to each person prior to that person registering as a User of the Software; (ii) cause each User to comply with the Privacy Policy; and (iii) notify Users of any changes to the Privacy Policy. While Franchisor will use commercially reasonable efforts to protect the privacy of Users' information delivered to Franchisor, Franchisor does not make (and hereby

disclaims) any warranties that such efforts will be successful. Franchisee, on behalf of itself and its Users, hereby waives any right, claim, or cause of action, whether statutory, in contract or in tort, that Franchisee may now or in the future have against Franchisor for violations of any Users' privacy with respect to information delivered to Franchisor by means of or in connection with use of Software. As a condition of using the Software, Franchisee also hereby agrees to defend, indemnify, and hold Franchisor (together with its officers, directors, employees, and agents) harmless, from or in connection with any and all claims, actions, judgments, and expenses (including reasonable attorneys' fees), whether asserted, threatened, or incurred, to the extent arising from Franchisee's breach of its warranties and covenants in this Section 6.

Without limitation of the foregoing, Franchisee acknowledges and agrees that it has specifically reviewed the Privacy Policy and that the Privacy Policy and any amendments are deemed incorporated herein, and that it is Franchisee's obligation to review (and to cause its Users to review) the Privacy Policy from time to time.

7. Franchisee may not (and covenants that it shall not) either (i) resell or redistribute the Software, or (ii) make available any of the Software to any person other than a User.

8. To the extent that any of the Software or any other materials as delivered to Franchisee hereunder (collectively, "**Materials**") infringes (or allegedly infringes) upon any patent, copyright, trade secret or other proprietary right of a third party, Franchisor, at its sole option and expense and as Franchisee's sole remedy, shall either (i) exercise commercially reasonable efforts to cure the infringement or (ii) shall modify, replace or procure for Franchisee the right to use the infringing Materials, (ii) shall defend Franchisee through final judgment or settlement of any Claim asserted against Franchisee by any third party alleging such infringement, and (iv) will indemnify Franchisee in the amount of any final judgment or settlement of such Claim. Franchisor, however, will have no obligation to cure the infringement, to modify, replace or procure the right to use the infringing Materials, or to defend or indemnify Franchisee if such third party Claim arises out of or relates to: (i) misuse of the Materials; (ii) combination of the Materials with equipment, products or services not approved by Franchisor; (iii) modification of the Materials by anyone other than Franchisor; (iv) any use of the Materials that is inconsistent with this Limited Software License; or (v) the combination of the Materials with any Content. To the extent that a third party Claim arising out of one or more conditions stated in clauses (i) through (v) foregoing is asserted against Franchisor, then Franchisee, at its sole cost and expense, shall defend Franchisor and indemnify Franchisor in the amount of any final judgment or settlement thereof (together with all costs, including reasonable attorneys' fees, incurred by Franchisor as a result of such Claim). As a condition to the foregoing defense and indemnification obligations, each Party agrees to give the other prompt written notice of any written threat, warning, or notice of any such Claim and to provide copies of applicable documentation served upon or received by it.

9. If the use or provision of any Materials furnished hereunder is enjoined by reason of any third party Claim, then as Franchisee's sole remedy, Franchisor shall use commercially reasonable efforts, at its option and expense, to either: (i) procure for Franchisee the right to continue using the Materials; (ii) modify the Materials to become non-infringing (provided that any Software as modified remains functionally equivalent to the Service when it incorporated the enjoined Materials); or (iii) substitute for the Materials functionally equivalent, non-infringing Materials at no additional charge to Franchisee. If Franchisor is unable to provide any of the actions described in clauses (i), (ii) or (iii) above, then either Party may terminate the affected portion of the Software without any liability whatsoever to either Party (other than Franchisee's payment obligations for all Software provided through the date of termination).

10. Certain Definitions:

"**Claim**" means any suit, claim, demand, cause of action, administrative, regulatory or judicial action, proceeding (including condemnation or appropriation proceedings), hearing, written notice, arbitration, investigation, request for information, litigation, charge or complaint.

"**Content**" means information made available, displayed or transmitted over, by, or in

connection with the Software (including information made available by means of an Internet “hyperlink”, a third party Web posting or similar means) and including all trademarks, trade names service marks and domain names contained therein, as well as the contents of any website, social media, bulletin boards or chat forums, and all updates, upgrades, modifications and other versions of any of the foregoing.

“Export Laws” mean all domestic and foreign United States laws governing the import or export of technology, including the U.S. Export Administration Act and the regulations implemented by the U.S. Department of Commerce, the U.S. Foreign Corrupt Practices Act (“FCPA”), and all foreign laws similar to the FCPA)

“Privacy Law(s)” mean(s) all domestic and foreign privacy laws applicable to the Software (including the Electronic Communications Privacy Act, the Stored Communications Act, the Federal Trade Commission Act, the U.S. Patriot Act, state privacy laws (including, if the Software is used in California, the California Online Privacy Protection Act) and state wiretap laws, together with all respective federal, state (and as applicable, foreign) regulations implementing those laws, as the same may be amended from time to time.

“Regulatory Authority” means any competent federal, state, local, municipal, foreign, international governmental, administrative or judicial authority, including the Federal Communications Commission, the Federal Trade Commission, the United States Congress, state public service commissions, state and local governments, state attorneys general, cities, municipalities, townships, departments of transportation, and all other governmental entities having jurisdiction over the Parties, this Agreement, the Software, or related matter.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Franchise Agreement.

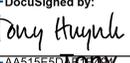
11. This Limited Software License shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have duly executed this Limited Software License on the date and year first written above.

WE INSURE, INC.

DocuSigned by:
 7/21/2021
76A0B688E9D05444
By: Philip C. Visali
Its: President

“Franchisor”

DocuSigned by:
 7/21/2021
AA515E5D7A949
By: Tony Huynh
Its: Owner

“Franchisee”

**EXHIBIT 5 TO FRANCHISE AGREEMENT
CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS, DOMAIN NAMES, ACCOUNTS AND LISTINGS**

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS,
DOMAIN NAMES, ACCOUNTS AND LISTINGS

This Conditional Assignment is entered into as of July 21, 2021 by and between Tony Huynh (“Assignor”) and **WE INSURE, INC.**, a Florida corporation (“Assignee”) (each a “Party” and together the “Parties”).

BACKGROUND INFORMATION

Assignor and Assignee have entered into an Franchise Agreement (the “Agreement”) dated of even date herewith, under which Assignor will become a Franchisee of Assignor (the “Business”). as part of the Agreement, Assignor desires to conditionally assign certain assets and rights to Assignee to become effective in the case of a termination of the Agreement in accordance with the terms and conditions therein.

OPERATIVE TERMS

For and in consideration of the compensation to be paid under the Agreement, and for good and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor conditionally assigns to Assignee all rights and interest in and to its current and future telephone and facsimile numbers used in connection with the Business.
2. Assignor conditionally assigns to Assignee all Internet domain names, social media accounts, and physical and electronic advertising listings, including (but not limited to telephone book, Google, Yahoo, Yelp, Foursquare, and other such listings), regardless of whether Assignor consented to the creation of such under the Agreement.
3. This Conditional Assignment shall become effective automatically upon the termination or non-renewal of the Agreement, for any reason, in accordance with the terms therein. Assignor hereby covenants to make all commercially reasonable efforts to ensure that the assets and rights described above are transferred successfully to Assignee.
4. Assignor shall ensure that it has paid all requisite fees and charges (i) owed or relating to any asset or right described in Sections 1 and 2 above incurred prior to the effective date of the termination or non-renewal of the Agreement; or (ii) resulting from the transfer of any asset or right described in Sections 1 or 2 above to Assignee.
5. Assignor shall execute any documents reasonably required by any entity to enable Assignee to exercise its rights in the assets and rights described in Sections 1 and 2 above. Such documents shall grant Assignor the right to change or cancel said assets and rights, as applicable. Assignor shall provide Assignee with any passwords or other required information in order to access such assets and rights, as applicable.
6. If, for whatever reason, Assignor is unable to transfer the assets and rights described in Sections 1 and 2 above to Assignee, Assignor covenants not to use such assets and rights for a period of time equal to that in any noncompetition or nonsolicitation agreement to which Assignor is bound under the terms of the Agreement.
7. It is understood by and between the Parties that this Conditional Assignment shall be construed as an agreement independent of any other agreement between Assignee and Assignor, including the Agreement. The existence of any claim or cause of action of either party against the other, whether predicated on this Conditional Assignment or otherwise, shall not constitute a defense to the

enforcement by Assignor of this Conditional Assignment.

8. Assignor represents and warrants that the execution of this Conditional Assignment and performance of its obligations hereunder will not conflict with, result in the breach of any provision of, cause the termination of, or constitute a default under, any agreement to which it is a party or by which it may be bound.

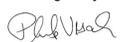
9. This Conditional Assignment sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof.

10. All representations, warranties, covenants, terms, conditions and provisions of this Conditional Assignment shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and permitted assigns of the Parties.

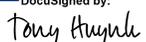
11. This Conditional Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The parties agree that the proper jurisdiction and venue for litigation or alternative dispute resolution of any disputes shall lie in and be situated in Duval County, Florida.

IN WITNESS WHEREOF, the Parties have executed this Conditional Assignment on the day and year first above written.

WE INSURE, INC.

DocuSigned by:

76A0B88E9D05444
By: Philip C. Visali
Its: President

“Assignee”

DocuSigned by:

7/21/2021
By: Tony Huynh
Its: Owner

“Assignor”

**EXHIBIT 6 TO FRANCHISE AGREEMENT
ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION**

ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

Bank Name: _____
ABA Number: _____
Account Number: _____
Name on Account: _____

Effective as of July 21, 2021 (the "Effective Date")
Tony Huynh ("Franchisee")

hereby authorizes **WE INSURE, INC.**, a Florida corporation ("**Franchisor**"), or Franchisor's designee, to deposit funds into the above-referenced bank account, electronically or otherwise, to compensate Franchisee under that certain Franchise Agreement by and between Franchisee and Franchisor dated as of even date herewith (the "**Agreement**"). Such deposits shall be made on such schedule as designated in the Agreement, or as otherwise designated by Franchisor in writing. Franchisor is also authorized to withdraw funds from the above-referenced account, electronically or otherwise, if Franchisee owes monies to Franchisor under the Agreement that exceed the monies due from Franchisor to Franchisee under the same. This authorization shall remain in full force and effect until terminated in writing by Franchisee or by Franchisor. Franchisee shall provide Franchisor, in conjunction with this Authorization, a voided check from the above-referenced bank account.

IN WITNESS WHEREOF, Franchisee has executed this Electronic Funds Withdrawal Authorization on the day and year first above written.

DocuSigned by:
Tony Huynh 7/21/2021
By: Tony Huynh
Its: Owner

"Franchisee"

**EXHIBIT 7 TO FRANCHISE AGREEMENT
SPECIAL STIPULATIONS TO FRANCHISE AGREEMENT**

IF APPLICABLE, ATTACHED HEREIN

**EXHIBIT 8 TO FRANCHISE AGREEMENT
RESTRICTIVE COVENANT AGREEMENT**

RESTRICTIVE COVENANT AGREEMENT

THIS **RESTRICTIVE COVENANT AGREEMENT** (the “**Agreement**”), is made and entered into as of July 21, 2021 by and between WE INSURE, INC., a Florida corporation (the “**Franchisor**”), Tony Huynh (the “**Company**”), and Tony Huynh (the “**Independent Contractor**”).

BACKGROUND INFORMATION

The Company is a franchisee of the Franchisor pursuant to an Franchise Agreement by and between the Company and the Franchisor (the “**Franchise Agreement**”), pursuant to which the Company sells and services property and casualty insurance policies and offers certain other insurance services to the general public using the We Insure® Franchise System (the “**Business**”). The Independent Contractor and the Company have entered into an agreement pursuant to which the Independent Contractor will sell insurance policies on behalf of the Company (the “**Sales Agreement**”). Pursuant to the Franchise Agreement, the Company is required to ensure that all persons contracting with it to sell insurance policies abide by certain restrictive covenants in order to protect the Franchisor’s business.

OPERATIVE TERMS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged as received, the parties agree as follows:

1. Background Information. The background information contained above is incorporated by this reference and made a part of this Agreement.

2. Noncompetition; Nonsolicitation; Nondisclosure.

(a) Noncompetition. During the term of the Sales Agreement, and for a period of 2 years following the Effective Date, Independent Contractor shall not, directly or indirectly, own, manage, operate, control, be employed by, perform services for, consult with, or participate in any business that is competitive with the Business at or within a 10-mile radius of the Site. It is understood and agreed that the purpose of this covenant is not to deprive Independent Contractor of a means of livelihood and will not do so, but is rather to protect the goodwill and interest of Franchisor and the Franchise System.

(b) Non-solicitation. During the Term of this Agreement, and for a period of two (2) years following the Restrictive Date, Independent Contractor covenants and agrees that Franchisee shall not, by any means, directly or indirectly: (i) hire or solicit the employment of any employee of the Franchisor or any employee of any other We Insure® franchisee. This prohibition applies to any employee of the Franchisor, or of another We Insure® franchisee, who was employed by the Franchisor or franchisee, at the time of such wrongful “hiring or solicitation” or who was employed at any time during the two (2) year period immediately prior to the Restrictive Date, (ii) encourage any such employee to leave employment with the Franchisor or with another We Insure® franchisee, (iii) solicit the business of, or accept any order from, any Customer of the Franchisor or any other We Insure® franchisee for the purpose of writing or procuring any insurance policy. For purposes of this paragraph, the term “**Customer**” means any Client Account or any other Person or entity who has purchased, serviced, renewed or received an insurance policy from or through the Franchisor, or any other We Insure® franchisee, within the previous two (2) years, and includes any Person who had, within the previous two (2) years, contacted the Franchisor or another We Insure® franchisee for the purpose of purchasing any insurance policy, or (iv) after the termination of the Franchisees We Insure® Agency for any reason, Franchisee shall not solicit the business of any Customer (as defined herein except that, with respect to this section iv, the term “Customer” includes customers of the Franchisee), or procure an insurance policy

for, or try to move any insurance policy of, any Customer of the Franchisor, any Customer of any other We Insure® franchisee, or any Customer of the undersigned Franchisee.

(c) Nondisclosure. The Independent Contractor covenants and agrees that it may come into knowledge or custody of the Franchisor's Confidential Information (as hereinafter defined). The Independent Contractor acknowledges that the unauthorized use or disclosure of Franchisor's Confidential Information will cause irreparable injury to Franchisor and that damages are not an adequate remedy. Accordingly, the Independent Contractor agrees that both during the term of the Sales Agreement and following the Effective Date, the Independent Contractor shall (i) not acquire any interest in the Confidential Information, (ii) not use the Confidential Information in any other business or capacity, (iii) exert Independent Contractor's best efforts to maintain the confidentiality of the Confidential Information, (iv) not make unauthorized copies of, or extracts from, any portion of the Confidential Information disclosed in written or other tangible form, and (v) implement all procedures prescribed from time to time by the Company to prevent unauthorized use or disclosure of the Confidential Information. In addition, upon the Effective Date, the Independent Contractor shall return all physical and electronic copies of Franchisor's Confidential Information to the Company.

(d) Exceptions to Nondisclosure. Notwithstanding anything to the contrary contained in this Agreement, the restrictions on disclosure and use of the Confidential Information shall not apply to the following: (i) information which is now, or hereafter becomes, through no act or failure to act on the part of the Independent Contractor, generally known or available to the public; (ii) information that was independently developed by the Independent Contractor or the Company before receiving such information from Franchisor; (iii) information which was acquired by the Independent Contractor from a third party that has no obligation of confidentiality to Franchisor; (iv) information that is disclosed with the prior written consent of Franchisor; and (v) the disclosure of the Confidential Information in judicial, arbitration or administrative proceedings, to the extent that the Independent Contractor is legally compelled to disclose such information, provided that the Independent Contractor shall have used reasonable efforts and shall have afforded Franchisor the opportunity to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

(e) Non-disparagement. Independent Contractor agrees, both during the Term of the Sales Agreement and following the Effective Date, not to make or issue any disparaging comments or statements regarding Franchisor, the Company or any other We Insure® franchisee, including any statements that are intended to, or would reasonably be expected to, disparage the business reputation of Franchisor, the Company or any other We Insure® franchisee or cause any Customer, supplier, or other person contracted with Franchisor, the Company or any other We Insure® franchisee to cease doing business in whole or in part with Franchisor, the Company or any other We Insure® franchisee.

(f) Enforcement; Severability of Covenants. It is agreed by the Independent Contractor and the Company that if any portion of the covenants set forth in this Section 2 are held to be unreasonable, arbitrary, or against public policy, then such portion of such covenant shall be considered divisible both as to time and geographical area. The Independent Contractor and the Company agree that if any court of competent jurisdiction determines the specified time period or the specified geographical area applicable to this Section 2 to be unreasonable, arbitrary, or against public policy, then a court may modify such specified time period or the specified geographical area to a lesser time period or geographical area, which is determined to be reasonable, non-arbitrary, and not against public policy, and such modifications shall be enforceable against the Independent Contractor. The Independent Contractor acknowledges and agrees that the foregoing covenants are reasonable and valid when considered in light of the nature and extent of the Business as shall be conducted by the Company.

(g) Remedies. The Independent Contractor agrees that damages at law will be an insufficient remedy to the Company and/or the Franchisor in the event that the Independent Contractor violates the terms of Section 2 of this Agreement, and that the Company and/or the Franchisor shall be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to

enforce the provisions of such paragraph. The parties agree that in the event the Company and/or the Franchisor obtains an order for injunctive relief, the period of time during which the Independent Contractor is prohibited from engaging in such business practices shall be extended by any length of time during which the Independent Contractor is in breach of such covenants. In addition to injunctive relief, the Company and/or the Franchisor shall be entitled to such other rights and remedies as may be hereafter available at law, in equity, by statute, or otherwise.

3. Compliance with Other Agreements. The Independent Contractor represents and warrants that the execution of this Agreement and performance of the Independent Contractor's obligations hereunder will not conflict with, result in the breach of any provision of, cause the termination of, or constitute a default under, any agreement to which the Independent Contractor is a party or by which the Independent Contractor is or may be bound.

4. Certain Definitions.

(a) The term "**Business Day**" means any day that banks in the State of Florida are required or permitted to be open for business, and excluding Saturday and Sunday.

(b) The term "**Confidential Information**" means Franchisor's proprietary and confidential business information relating to the System, including, but not limited to: (i) the Manual; (ii) sales, marketing and advertising programs and techniques; (iii) the identity of suppliers and knowledge of specifications and pricing for authorized products, supplies and equipment; (iv) the identities and any lists of Client Accounts and client prospects; (v) Insurance Product expiration lists; (vi) all other Client Account records, documents and information; (vii) computer systems and software programs, including the Internet-based WE Agency Management System; (viii) site selection criteria; (ix) customer service standards and protocols; and (x) promotional and marketing strategies.

(c) The term "**Customer**" means any Person who has purchased, serviced, renewed or delivered a policy from or through the Company, the Franchisor, or any other We Insure® franchisee of the Franchisor, or any Person who is a prospective purchaser of any insurance policy from or through the Company, the Franchisor, or any other franchisee of the Franchisor, at any time during the 24- month period prior to the Effective Date.

(d) The term "**Effective Date**" means 12:01 a.m. EST on the earlier of the day that (i) the Sales Agreement expires, is not renewed, or is terminated, for any reason whatsoever; or (ii) the Franchise Agreement expires, is not renewed, or is terminated, for any reason whatsoever.

(e) The term "**We Insure® Franchise System**" means Franchisor's distinctive format and set of operating procedures for the development and operation of its franchisees.

(f) The term "**Person**" means any natural person, company, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, association, governmental agency or subdivision thereof, joint venture, trust or any other entity.

(g) The term "**Site**" means the Company's main offices located at, or, if the Company moves to a new Site in accordance with the provisions of the Franchise Agreement, such new location.

5. Notices. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (Federal Express, United Parcel Service, and similar express delivery services shall be considered to be personal service), or on the date that such service is refused by a party, or by telephone facsimile or other electronic transmission (provided that the sender of a facsimile or other electronic transmission has delivered a copy of such notice by another method of delivery permitted under this Section 5), and upon the third Business Day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

If to Company: To Be Determined

If to Independent Contractor: 2091 Chesapeake Drive
Bowling Green, KY 42104

If to Franchisor: We Insure, Inc. Attn: President
1430 Prudential Drive
Jacksonville, FL 32207

Any party may change its address for purposes of this Section 5 by giving the other party written notice of the new address in the manner set forth above. The parties agree that legal counsel for any party may provide notice hereunder on behalf of such party.

6. Waiver of Breach. No waiver of any provision of this Agreement shall be effective unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced. The waiver by the Company of a breach of any of the provisions of this Agreement by the Independent Contractor shall not be construed as a waiver by the Company of any subsequent breach by the Independent Contractor.

7. Binding Effect: Assignment. This Agreement and the rights of the Company under this Agreement, including Independent Contractor’s covenants contained in Section 2 above, are assignable by the Company to (i) an affiliate of the Company, or (ii) any purchaser of all or substantially all of the Company’s assets and shall inure to the benefit of and shall be binding upon any successor to the Company’s rights by reason of a merger, consolidation, recapitalization or other similar transaction. In the event of an assignment, the Company shall notify the Independent Contractor in writing within 30 days of the effectiveness of any such assignment.

8. Third-Party Beneficiary. The Independent Contractor and the Company hereby agree and acknowledge that the Franchisor, its successors and assigns, shall be, and is hereby, named as an intended third-party beneficiary of this Agreement, with full rights of such status. No other Person shall be deemed a third-party beneficiary of this Agreement.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings. This Agreement may be modified only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

10. Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument. Each counterpart may consist of two copies hereof each signed by one of the parties.

11. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

DocuSigned by:
By: Tony Huynh 7/21/2021
Name: Tony Huynh
Its: Owner

the "Company"

DocuSigned by:
By: Tony Huynh 7/21/2021
Name: Tony Huynh

The "Independent Contractor"

WE INSURE, INC.

DocuSigned by:
By: Philip C. Visali 7/21/2021
Name: Philip C. Visali
Its: President

The "Franchisor"

**EXHIBIT 9 TO FRANCHISE AGREEMENT
FORM OF CONFIDENTIALITY AGREEMENT**

Confidentiality Agreement

This Confidentiality Agreement (the “**Agreement**”), dated as of July 21, 2021 (“**Effective Date**”), is between We Insure Inc., a Florida corporation located at 1430 Prudential Drive, Jacksonville, Florida 32207 (“**Disclosing Party**”), and Tony Huynh, located at To Be Determined (“**Recipient**”).

In connection with Recipient entering into that certain Franchise Agreement with Disclosing Party (the “**Purpose**”), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 0, shall not disclose or permit access to Confidential Information other than to its employees, and officers, directors, shareholders, attorneys, accountants and financial advisors (collectively, “**Representatives**”) who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives.

“**Confidential Information**” means all non-public, proprietary, or confidential information of Disclosing Party, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as “confidential,” and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing (“**Notes**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient’s or its Representatives’ act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient’s or its Representatives’ possession, as established by documentary evidence, before Disclosing Party’s disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

If Recipient or any of its Representatives is required by a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

On the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall within ten (10) days, at Disclosing Party's option, either return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.

Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.

The rights and obligations of the parties under this Agreement expire three (3) years after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.

This Agreement and all matters relating hereto are governed by, construed in accordance with, and enforced under the laws of the State of Florida, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Jacksonville, Duval County, Florida. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 0). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

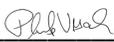
This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DISCLOSING PARTY:

WE INSURE INC.

DocuSigned by:
By:  7/21/2021
7640888E9D05444
Name: Phil Visali
Title: President

RECIPIENT:

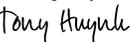
DocuSigned by:
By:  7/21/2021
AA57E9991B44E
Name: Tony Huynh
Title: Owner

EXHIBIT F
OPERATIONS MANUAL TABLE OF CONTENTS

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EXHIBIT G
LISTS OF CURRENT AND FORMER FRANCHISEES

FRANCHISEE	STREET ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
We Insure Team, LLC.	1161 E Altamonte Drive, Suite 1021	Altamonte Springs	FL	32701	407-463-3954
Bayside Insurance, LLC.	100 Frandorson Cir Ste 101	Apollo Beach	FL	33572	813-425-3878
Dexinole Insurance, LLC.	65 E Station Street	Apopka	FL	32703	321-248-4495
Fairmont, Fraser & Pugh, LLC	44095 Pipeline Plaza Dr, #300	Ashburn	VA	20147	571-450-1057
Preferred Agency, LLC	801 Decatur Pike	Athens	TN	37303	423-427-6647
Around Atlanta Coverage, LLC	240 Sandy Springs Place NE	Atlanta	GA	30328	678-924-8246
Ronald Rocz & Timothy Pascarella	255 E. Brown St. Suite 205	Birmingham	MI	48009	248-983-3470
DESSA, LLC.	3200 N Federal Highway, Suite 206-14	Boca Raton	FL	33431	561-461-2728
MASA Insurance, LLC.	370 W Camino Gardens Blvd, Suite 341	Boca Raton	FL	33432	561-910-0241
NL Insurance Group, LLC.	23123 State Road 7 Ste 230 C	Boca Raton	FL	33428	561-430-4021
Sunshine Global Insurance, LLC.	8177 Glades Rd. Ste 217	Boca Raton	FL	33434	561-288-1645
Ven Insurance Partners, LLC.	1900 Glades Rd. Ste 353	Boca Raton	FL	33431	561-465-8443
Next Level Group, LLC.	9148 Bonita Springs Beach Rd, Suite 202	Bonita Springs	FL	34135	239-317-0759
V & M Insurance	2310 SE 2nd St. Ste. 4	Boynton Beach	FL	33435	561-424-0864
Alliance Group Insurance, LLC.	3007 Manatee Ave West	Bradenton	FL	34205	941-545-7440
Lucas Group - Insurance & Financial Services, LLC.	2620 Manatee Ave W Suite B	Bradenton	FL	34205	941-798-9052
Two Eagles, LLC.	505 Avalon Way, Suite A	Brandon	MS	39047	601-906-7228
Peter J Ardolino Insurance	1319 Cape Coral Parkway E.	Cape Coral	FL	33904	239-540-7060
Bohn Insurance Group LLC	4706 Chiquita Blvd S, Suite W-03	Cape Coral	FL	33914	239-326-6574
La Rosa Insurance, LLC.	1420 Celebration Blvd Suite 200	Celebration	FL	34747	407-550-8510
Arms Associates, LLC.	2340 Miller Rd	Chester Springs	PA	19425	484-207-6642
Ciola & Associates P&C, LLC.	2980 McFarlane Rd Suite 200	Coconut Grove	FL	33133	786-648-6120
Elite Insurance Alliance, LLC.	2450 Donaghey Ave	Conway	AR	72032	501-236-5585
Future Financial of Davie, Inc.	10600 Griffen Road #A105	Cooper City	FL	33328	954-903-0720
Leal Insurance Group, Inc.	2600 Douglas Road, Suite 905	Coral Gables	FL	33134	305-921-4057

FRANCHISEE	STREET ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Total Funding Corporation	1550 Madruga Ave Suite 330	Coral Gables	FL	33146	786-801-3514
The Insurance Experts, Inc.	9900 West Sample Rd. Ste 403	Coral Springs	FL	33065	954-510-4709
Jennings Global, LLC.	7863 West Sample Road	Coral Springs	FL	33065	954-799-0281
Wehn Insurance Group, LLC.	12555 Orange Drive #103	Davie	FL	33330	954-862-3881
Best Rates Insurance, Inc.	3275 W Hillsboro Blvd, Suite 207	Deerfield Beach	FL	33442	954-903-7692
DK Strategic Solutions, Inc.	440 South Federal Highway	Deerfield Beach	FL	33441	954-379-8569
Topline Insurance, LLC.	1501 SW 11th Way	Deerfield Beach	FL	33441	754-243-5534
Jay Lerner Agency, Inc.	15200 Jog Rd D1	Delray Beach	FL	33446	561-404-4584
Chad Ingram Edge Realty FL, LLC.	15065 S State Rd 7, #600	Delray Beach	FL	33446	561-725-5970
Richard Randall Bell	1055 Auraria Parkway	Denver	CO	80204	720-677-9106
F. Acosta Insurance Group, LLC.	10400 NW 21st Street #115	Doral	FL	33172	305-800-8004
L&L Insurance, Inc.	2500 NW 79TH AVE STE 260	Doral	FL	33122	305-548-8247
Michael Lewis & Virginia Lewis	3009 Chapel Hill Rd Ste B	Douglasville	GA	30135	407-499-9863
Carolina Insurance Advocates, LLC.	4214 Fayetteville Road	Durham	NC	27713	919-823-9225
A&S Insurance Services, Inc.	2500 N Federal Highway	Fort Lauderdale	FL	33305	954-400-0820
SOFLA Insurance Associates, LLC.	1 W Las Olas Blvd	Fort Lauderdale	FL	33301	754-243-5263
Sprouse Insurance Agency, LLC.	16323 S Tamiami Trail	Fort Myers	FL	33908	239-244-2539
Top Notch Insurance Services, LLC.	12600 World Plaza Ln #63	Fort Myers	FL	33907	239-320-8018
Sunrise Insurance Partners, LLC.	3047 S US Highway 1, Suite B	Fort Pierce	FL	34982	772-222-5425
Capital Insurance Solutions, Inc.	6160 Warren Pkwy, Suite 100	Frisco	TX	75034	469-731-8140
Right Choice Insurance & Multi Services, LLC.	10231 Metro Pky #104	Ft Myers	FL	33966	239-313-2045
CMAX Insurance	4928 10th Ave North	Greenacres	FL	33463	561-578-6940
Alpine Insurance Brokers, Inc.	7350 E Progress Pl, Ste 100	Greenwood	CO	80111	303-529-5142
Madison Avery, LLC.	2011 Leeland St.	Houston	TX	77003	832-827-8542
We Insure Citrus, LLC.	1454 US Highway 41	Inverness	FL	34450	352-355-4309

FRANCHISEE	STREET ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Lares Insurance Services, LLC.	4776 Hodges Blvd, Suite 203	Jacksonville	FL	32224	904-428-1055
New Born Ventures, LLC.	8613 Old Kings Rd S # 402-1	Jacksonville	FL	32217	904-416-3308
Ruel Insurance Services, LLC.	604 New Berlin Rd, Unit 7	Jacksonville	FL	32218	904-639-4940
Way Insurance	9140 Golfside Dr Ste 3S	Jacksonville	FL	32256	904-416-3301
We Insure Julington Creek	12795-6 San Jose Blvd	Jacksonville	FL	32223	904-428-1051
Xpress Insurance Solutions LLC.	6382 Arlington Expressway	Jacksonville	FL	32211	904-748-1224
RAK Insurance Services, P.A.	1430 Prudential Drive	Jacksonville	FL	32207	561-404-5374
Moss Insurance Svcs, Inc.	220 14th Ave S	Jacksonville Beach	FL	32250	904-428-1052
Florida Family Insurance Group, LLC.	11985 US Highway One Suite 203	Juno Beach	FL	33408	561-422-4876
CPR Services of Orlando, Inc.	3042 Lions Court	Kissimmee	FL	34744	321-337-0932
The Lenoir Insurance Agency, LLC.	3357 West Vine Street, Suite 103	Kissimmee	FL	34741	407-584-8073
MLS Insurance Group, LLC.	13940 US Hwy 441, Blg 800	Lady Lake	FL	32159	352-758-8990
D Moze Ins Agency, Inc.	302 Lucerne Ave	Lake Worth	FL	33460	561-429-9184
Sarah Kempf	5337 Paylor Lane Ste 400	Lakewood Ranch	FL	34240	941-227-4405
Leonard Bujnicki and Associates, Auto, Home, Life Insurance Agency Inc.	235 Commercial Blvd #203	Lauderdale By The Sea	FL	33308	954-686-0760
Advance Success, Inc.	2221 Citrus Blvd.	Leesburg	FL	34748	352-353-4170
MDH Insurance	1845 Collier Parkway	Lutz	FL	33549	813-575-1580
Knight Ins. Agency	353 NE Marion Street #1	Madison	FL	32340	850-253-0262
Daniel Bertelson	5320 Monona Drive	Madison	WI	53716	608-690-5420
MKD Insure, LLC.	520 Rt 9 North	Manalapan	NJ	07726	732-978-1740
All Hands Coverage, Inc.	4177 Merrick Road	Massapequa	NY	11758	516-590-0127
Dionne Malush & Michael Hanlon	375 Valley Brook Road	McMurray	PA	15317	724-381-2548
Agency Insurance Inc.	1510-B South Wickham Rd	Melbourne	FL	32904	321-956-9646
Coral Coast, Inc.	13338 SW 128 th Street	Miami	FL	33186	786-646-9689

FRANCHISEE	STREET ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Gains Ventures, Inc.	15192 SW 137 Street #6	Miami	FL	33196	786-228-5038
Ibis Insurance Group	9730 SW 40 Street	Miami	FL	33165	305-207-4247
Insurance Investment M.F., LLC.	2901 SW 8th St, Suite 104	Miami	FL	33135	786-581-8428
PTaquechel Ins. Group	10747 SW 104 th Street	Miami	FL	33176	305-259-1910
Fortress Financial Group, LLC.	8000 SW 117th Ave. PH-A	Miami	FL	33183	786-303-5084
E & G Insurance Corp	4545 NW 7th St, Suite 10	Miami	FL	33126	786-687-2017
Insurance Investment Kendall, LLC.	14101 South Dixie Highway, Unit K	Miami	FL	33176	305-630-8193
AM Family Insurance, LLC.	7700 N. Kendall Drive Suite 300-I	Miami	FL	33156	786-297-9356
R & S Associates LLC.,	492 Lenox Avenue, Suite 430	Miami Beach	FL	33139	786-870-1164
Kairos Asset Management, LLC.,	7850 NW 146th Street Suite 511	Miami Lakes	FL	33016	786-648-6463
Thompson Endowment, LLC.	16394 Samuel Paynter Boulevard Unit 202	Milton	DE	19968	302-394-9721
KMC Insurance LLC.	11820 Miramar Parkway, Unit 223	Miramar	FL	33025	954-228-2000
Amanda Fulford & Anthony Fulford	186 Fresh Drive	Myrtle Beach	SC	29579	843-491-6995
JD Insurance Agency, LLC	4530 Arnold Ave	Naples	FL	34104	239-291-3072
Bradford Insurance, LLC.	7552 Navarre Parkway, Suite 25	Navarre	FL	32566	850-396-0018
Trusted Risk Management LLC.	9020 Rancho Del Rio Drive, Suite 118	New Port Richey	FL	34655	813-321-3108
The Caison Group, LLC.	25349 W Newberry Rd, Suite B	Newberry	FL	32669	352-505-8867
KSBaker and Associates, LLC.	12457 S Tamiami Trail	North Port	FL	34287	904-220-0024
Double A Insurance Group LLC.	1047 NE 46th CT	Oakland Park	FL	33334	754-243-5762
CLW Insurance Agency	501 St Petersburg Dr E Ste A	Oldsmar	FL	34677	727-614-2424
Perez, Nazario & Associates, Inc.	7200 Lake Ellenor Dr	Orlando	FL	32809	407-818-1544
CPAC Group, LLC.	618 E South Street, Suite 500	Orlando	FL	32801	407-374-0065
DOC Insurance & Associates, Inc.	7021 Grand National Drive, Suite 100	Orlando	FL	32819	407-270-8082

FRANCHISEE	STREET ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Emling Insurance Group, LLC.	7491 Conroy-Windermere Rd, Ste E	Orlando	FL	32835	321-320-9422
Happy Insurance, Inc.	9404 South Orange Blossom Trail, Suite B	Orlando	FL	32837	407-409-7227
Pecunia Insurance and Risk Management	2008 North Goldenrod Road	Orlando	FL	32807	407-965-5015
Wasinger Insurance Agency, LLC.	33 East Robinson St Ste 109	Orlando	FL	32801	407-270-0650
Latino Insurance LLC	2100 Orinoco Drive Suite 108	Orlando	FL	32837	407-612-7622
The Insurance Agent, LLC.	6801 Wallace Road	Orlando	FL	32819	407-544-0428
John Ledford, Maria Novotny & Troy Olson	608 East Central Blvd	Orlando	FL	32801	407-550-7253
Spicer and Associates, Inc.	4283 Woodbine Road	Pace	FL	32571	850-673-0161
Windsor Insurance Group, LLC.	324 Royal Palm Way	Palm Beach	FL	33480	561-421-4361
Highland Insurance Holdings, LLC.	100 Village Square Crossing Ste# 102	Palm Beach Gardens	FL	33410	561-202-1693
Fonseca Insurance Group, LLC.	25 Old Kings Road N. Suite 3B	Palm Coast	FL	32137	386-202-5410
North Manatee Insurance, Inc.	1335 10th St Suite E	Palmetto	FL	34221	941-803-4265
Bond Insurance, Inc.	621 N Tyndall Pkwy Ste B	Panama City	FL	32404	850-747-3001
J. Detrick & Associates, Inc.	2318 St Andrews Blvd - Suite C	Panama City	FL	32405	850-387-0300
Rusty Johnson, Inc.	408 West Baldwin Road	Panama City	FL	32405	850-394-9705
Best Insurance Brokers, Inc.	1800 Beck Avenue, Suite B	Panama City	FL	32405	850-399-9052
Capital Insurance Group, LLC.	8996 Taft St	Pembroke Pines	FL	33024	954-431-9423
FLD & Associates, LLC.	8569 Pines Blvd #212	Pembroke Pines	FL	33024	954-376-6975
Stateline Insurance Agency, LLC.	533 Memorial Parkway	Phillipsburg	NJ	08865	908-348-6852
US Assurance, LLC.	8023 W Sunrise Blvd, Unit 104	Plantation	FL	33322	954-541-8220
Lazar Financial Services, Inc.	8751 W Broward Blvd, Suite 204	Plantation	FL	33324	754-243-5062
Barton Insurance Group	4699 North Federal Highway	Pompano Beach	FL	33064	954-317-1388
Steven and Veronica Skopp, Inc.	120 SW 15th	Pompano Beach	FL	33060	954-317-1417

FRANCHISEE	STREET ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
MJC Insurance Services, LLC.	10033 Sawgrass Drive W, Ste 104	Ponte Vedra	FL	32082	904-373-9001
Gulf Coast Insurance Team, LLC.	1808 Tamiami Trail, Unit D2	Port Charlotte	FL	33948	941-787-7612
John Lavern Boyer	8000 S. Federal Hwy Ste #303	Port St Lucie	FL	34952	772-206-3008
Debbie Reynolds Insurance Group, LLC.	210 Wood Street	Punta Gorda	FL	33950	941-787-2374
We Insure NC, LLC.	6531 Creedmoor Road, #207	Raleigh	NC	27613	984-224-6103
Solutions Insured Partners Corp	6525 3rd Street	Rockledge	FL	32955	321-499-1397
Class & Co Brokerage, LLC.	1175 Canton Street	Roswell	GA	30075	678-905-5190
CC&R Investments, LLC.	8131 W. Hausman Rd	San Antonio	TX	78249	210-942-3862
Joyce Jackson Ins., Inc.	3900 Clark Rd	Sarasota	FL	34233	941-706-2317
WKC Assurance Group, LLC.	3404 #B East Ponce De Leon	Scottsdale	GA	30079	404-850-9610
Michael Becker and Ross Viner & Associates, Inc.	2740 S. Glenstone Ave Suite 101	Springfield	MO	65804	417-512-8522
Rhodes Insurance, LLC.	109 Nature Walk Parkway, Suite 104	St Augustine	FL	32092	904-831-8347
Bridgestone MGT LLC	75 Durbin Station Court Suite 301	St Johns	FL	32259	904-541-8850
Davewood Insurance, LLC.	9600 Koger Blvd. Ste. 202	St Petersburg	FL	33702	727-565-0562
Capital Solution Partners, LLC.	2012 4th St N	St Petersburg	FL	33704	727-610-9980
Excelsior Insurance Partners, Inc.	900 SE Ocean Blvd Suite D-232, Office 9	Stuart	FL	34994	772-214-3095
Treasure Coast Insurance Experts, Inc.	6120 SE Federal Highway	Stuart	FL	34997	772-934-6787
Carolina Insurance Planners, LLC.	8761 Dorchester Rd Suite 101	Summerville	SC	29420	843-625-6060
Peck Financial Services, Inc.	1947 West Dr. Martin King Jr. Blvd	Tampa	FL	33607	813-527-9710
Personal Economy, LLC.	5331 Primrose Lake Circle, Suite 113	Tampa	FL	33467	813-751-4395
Premier Group Insurance Associates, LLC.	6506 N. Florida Ave #101	Tampa	FL	33604	813-535-9531

FRANCHISEE	STREET ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Capital Insurance Partners, LLC.	2124 West Kennedy Blvd, Suite A	Tampa	FL	33606	813-590-2160
Trusted Insurance Consultants, LLC.	6320 South Dale Mabry Highway	Tampa	PA	33611	813-579-1605
Flagler Family Insurance, LLC.	250 Tequesta Drive, Suite 201	Tequesta	FL	33469	561-946-2322
Cinlor Insurance, LLC.	1901 South Tamiami Trail Ste F	Venice	FL	34293	941-209-4639
We Insure Sarasota, Inc.	233 Nokomis Ave S	Venice	FL	34285	941-412-1511
Evan Lustig Ins Group, Inc.	9035 Americana Road Ste 13	Vero Beach	FL	32966	772-245-6161
Jamison Insurance, LLC	2701 York Road	Warrington	PA	18929	267-508-2074
K Sexton Insurance, LLC.	3326 Mary Street, Suite 602	West Palm Beach	FL	33401	561-899-0072
McEvers Olson Insurance Grp	120 S Olive Ave Ste 504	West Palm Beach	FL	33401	561-598-5699
Troy Insurance Inc.	6620 South Dixie Highway	West Palm Beach	FL	33405	561-249-4483
Ivon Retamar	1535 North Park Drive, 101	Weston	FL	33326	954-764-9240
Ross Viner & Associates, Inc.	1603 N Chapel Hill Suite 100	Wichita	KS	67206	316-600-0520
Arcos Insurance Services	1428 NE 26th Street	Wilton Manors	FL	33305	954-903-7519
WI Insure First Inc.	224 Highway 211	Winder	GA	30680	770-709-5537
Iron Stag Insurance, Inc.	1950 Lee Road, Suite 100A	Winter Park	FL	32789	407-753-1824
Renegade Insurance Agency, LLC.	890 Northern Way Unit C-2	Winter Springs	FL	32708	321-422-3255

FRANCHISEES TERMINATED, CANCELED, NOT RENEWED OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS UNDER AN FRANCHISE AGREEMENT DURING OUR MOST RECENTLY COMPLETED FISCAL YEAR, OR WHO HAVE NOT COMMUNICATED WITH US WITHIN 10 WEEKS OF THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT

FRANCHISEE	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Fifty States Insurance Agency, LLC.	3100 S Federal Highway Suite #2F	Delray Beach	FL	33483	561-637-9690

Insuraway 2, Inc.	1034 Gateway Blvd, #108	Boynton Beach	FL	33426	561-327-4524
A&R Insurance of Wellington	12161 Ken Adams Way Ste 206	Wellington	FL	33414	561-227-9015
All Florida Insurance Group, LLC.	222 Professional Way	Wellington	FL	33414	561-232-2325
Howard Green Insurance, LLC.	2240 W. Woolbright Rd Ste 323	Boynton Beach	FL	33426	561-503-4992
Apollo Insurance Agency, LLC.	3326 Mary Street, Suite 602	Miami	FL	33133	786-623-2123
The Genco Insurance Company, LLC.	4825 N Dixie Highway, Suite A	Oakland Park	FL	33334	954-314-0524
N&B Insurance Group, LLC.	630 Kingsley Ave	Orange Park	FL	32073	904-421-0350
The Barnes Insurance Agency, LLC.	309 Richard Jackson Blvd, Suite 204	Panama City	FL	32407	850-270-5051
FPL Insurance, LLC.	3900 S Goldenrod Rd, #112	Orlando	FL	32822	407-250-0900

EXHIBIT H
LIST OF STATE ADMINISTRATORS AND AGENTS FOR
SERVICE OF PROCESS

STATE FRANCHISE ADMINISTRATORS

(317) 232-6681

California

Department of Business Oversight
 One Sansome Street Suite 600
 San Francisco, CA 941404-4428
 1-866-275-2677

Connecticut

Securities & Business Investments
 Division
 Department of Banking
 260 Constitution Plaza
 Hartford, CT 06103-1800
 (860) 240-8230

Florida

Dept. of Agriculture and Consumer
 Services
 Division of Consumer Services
 227 N. Burrough Street
 City Centre Building, 7th Floor
 Tallahassee, FL 32301
 (904) 922-2770

Georgia

Governor's Office of Consumer
 Affairs
 2 Martin Luther King Jr. Drive SE
 356 West Tower
 Atlanta, GA 30334-4600
 (404) 651-8600

Hawaii

Dept. of Commerce & Consumer
 Affairs
 Business Registration Division
 1010 Richards Street
 Honolulu, HI 96813
 (808) 586-2021

Illinois

Office of the Attorney General
 Franchise Division
 500 South Second Street
 Springfield, IL 62706
 (217) 782-4465

Indiana

Indiana Securities Division
 302 West Washington Street
 Room E111
 Indianapolis, IN 46204

Kentucky

Office of the Attorney General
 Consumer Protection Division
 P.O. Box 2000
 Frankfort, KY 40602-2000
 (502) 573-2200

Louisiana

Office of the Attorney General
 Consumer Protection Section
 PO Box 94005
 Baton Rouge, LA 70804-9005
 (225) 326-6460

Maryland

Office of the Attorney General
 Securities Division
 200 Saint Paul Place
 Baltimore, MD 21202-2020
 (410) 576-6360

Michigan

Department of Attorney General
 Consumer Protection Division
 Antitrust and Franchise Unit
 670 Law Building
 Lansing, MI 48913
 (517) 373-7117

Minnesota

Department of Commerce
 Registration Division
 85 7th Place East, Suite 500
 St. Paul, MN 55101-2198
 (651) 296-4026

Nebraska

Dept. of Banking & Finance
 1200 N Street, Suite 311
 P.O. Box 95006
 Lincoln, NE 68509
 (402) 471-3445

New York

NYS Department of Law
 Investor Protection Bureau
 28 Liberty St. 21st Fl
 New York, NY 10005
 212-416-8236

North Carolina

Department of the Secretary of State
 Securities Division
 300 N. Salisbury Street
 Raleigh, NC 27603-5909
 (919) 733-3924

North Dakota

North Dakota Securities Department
 State Capitol, Fifth Floor
 600 East Boulevard Avenue
 Bismarck, ND 58505-0510
 (701) 328-4712

Rhode Island

Department of Business Regulation
 Securities Division
 John O. Pastore Complex
 1511 Pontiac Avenue, Building 69-1
 Cranston, RI 02910
 (401) 462-9587

South Carolina

Secretary of State
 1205 Pendleton Street
 525 Edger Brown Building
 Columbia, SC 29201
 (803) 734-1958

South Dakota

Dept. of Labor and Regulations
 Division of Securities
 124 S. Euclid, Suite 104
 Pierre, SD 57501
 (605) 773-48233

Texas

Secretary of State
 Statutory Document Section
 P.O. Box 13563
 Austin, TX 78711
 (513) 475-1769

Utah

Department of Commerce
 Division of Consumer Protection
 160 East 300 South
 P.O. Box 45804

Salt Lake City, UT 84145-0804
(801) 530-6601

Virginia

State Corporation Commission
Division of Securities & Retail
Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9276

Washington

Department of Financial Institutions
Securities Division
150 Israel Road, SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin

Department of Financial Institutions
Division of Securities
345 West Washington Avenue, 4th
Floor
Madison, WI 53703
(608)266-1064

AGENTS FOR SERVICES OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration) or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for services of process in these states:

California:

Commissioner of Corporations
1515 K Street, Suite 200
Sacramento, CA 95814-4052

Florida:

Department of Agriculture &
Consumer Services
Division of Consumer Services
Mayo Building, Second Floor
Tallahassee, FL 32399-0800

Georgia:

Office of Consumer Affairs
2 Martin Luther King Drive, S.E.
Plaza Level, East Tower
Atlanta, GA 30334

Hawaii:

Hawaii Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, HI 96813

Maryland:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202

Michigan:

Department of Commerce
Corporations and Securities Bureau
2501 Woodlake Circle
Okemos, Michigan 48864

New York:

New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor

Texas:

Secretary of State
Statutory Documents Section
P.O. Box 12887
Austin, TX 78711-2887

Virginia:

Clerk of the State Corporation
Commission
State Corporation Commission
1300 E. Main Street
Richmond, VA 23219

Wisconsin:

Department of Financial Institutions
Division of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608)266-1064

EXHIBIT I
STATE ADDENDA AND AMENDMENTS

California State Addendum disclosures:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the franchise disclosure document.
2. The franchisor, any person or franchise broker in Item 2 of the UFOC is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
3. California Business and Professions Code 20000 through 20043 provides rights to the franchise concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
4. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).
5. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
7. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
8. The franchise agreement requires the application of the laws of New York. This provision may not be enforceable under California law.
9. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
10. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).
11. "The earnings claim figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information."
12. Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the contents of the website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Hawaii Franchise Investment Law:

The following list reflects the status of our franchise registrations in the states which have franchise registration laws:

- This registration is effective in the states of Florida, Indiana, Kentucky, Nebraska, Texas, and Virginia.
- There are no states which have refused, by order or otherwise, to register these franchises.
- There are no states which have revoked or suspended the right to offer these franchises.

The release required as a condition of renewal, assignment, and transfer will not apply to any liability arising under the Hawaii Franchise Investment Law.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise offering circular, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Hawaii Franchise Investment Law:

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.*, the Franchise Agreement is amended as follows:

(a) The Hawaii Franchise Investment Law provides rights to you concerning non-renewal, termination, and transfer of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

(b) A general release required as a condition of the renewal, assignment, or transfer of the Franchise Agreement or the franchise granted thereunder shall not apply to any claim or liability arising under the Hawaii Franchise Investment Law.

2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:
We Insure, Inc.

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Maryland Franchise Registration and Disclosure Law:

ITEM 17

The general release required as a condition of renewal, assignment, or transfer does not apply to any claims that arise under the Maryland Franchise Registration and Disclosure Law.

The franchise agreement provision which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached are amended as follows to comply with the Maryland Franchise Registration and Disclosure Law:

1. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
5. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:

FRANCHISEE:

We Insure, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

FOR RESIDENTS OF THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

1. A prohibition on the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for a good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or another commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for a good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 8. (a) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (d) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
9. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in paragraph 3 above.
10. A provision which permits the franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.
11. If the Franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000 the Franchisee may request the Franchisor to arrange for the escrow of initial investment and other funds paid by the Franchisee until the obligations, if any, of the Franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the Franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding the notice of this offering on file with the attorney general should be directed to the

Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913 (517) 373-7117.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

ADDENDUM TO WE INSURE, INC.
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for We Insure, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Wisconsin Franchise Investment Law and the Wisconsin Fair Dealership Law:

THE WISCONSIN FAIR DEALERSHIP LAW SUPERSEDES ANY PROVISION OF THE FRANCHISE AGREEMENT THAT IS INCONSISTENT WITH THAT LAW. THE STATE OF WISCONSIN MAY ALSO HAVE COURT DECISIONS WHICH MAY SUPERSEDE THE FRANCHISE RELATIONSHIP IN RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS WHICH RESTRICT THE IMPOSITION OF LIQUIDATED DAMAGES. THE IMPOSITION OF LIQUIDATED DAMAGES IS ALSO RESTRICTED BY FAIR PRACTICE LAWS, CONTRACT LAW, AND STATE AND FEDERAL COURT DECISIONS. A PROVISION IN THE FRANCHISE AGREEMENT WHICH TERMINATED THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE FRANCHISE AGREEMENT HAS ENDED.

We may revoke our approval of any previously approved supplier at any time if the quality of the product or the supplier's financial condition or ability to satisfy your requirements do not continue to meet our satisfaction.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Wisconsin Fair Dealership Law:

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats., supersedes any inconsistent provisions of the Franchise Agreement.
2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:
We Insure, Inc.

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	
Hawaii	December 4, 2020
Illinois	
Indiana	
Maryland	
Michigan	November 24, 2020
Minnesota	
New York	
North Dakota	
Rhode Island	February 19, 2021
South Dakota	
Virginia	September 4, 2020
Washington	
Wisconsin	November 16, 2020

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT 7 TO FRANCHISE AGREEMENT

SPECIAL STIPULATIONS TO FRANCHISE AGREEMENT

These SPECIAL STIPULATIONS TO FRANCHISE AGREEMENT (the “Special Stipulations”), are made and entered into as of July 21, 2021 by and between We Insure, Inc., a Florida corporation (“Franchisor”), and Tony Huynh, a sole proprietor (the “Franchisee”).

WITNESSETH:

WHEREAS, Franchisor and Franchisee have entered into that certain Franchise Agreement dated July 21, 2021 (the “Franchise Agreement”);

WHEREAS, as further inducement for the parties to enter into the transactions contemplated by the Franchise Agreement, the parties desire to amend certain terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as received, the parties hereto agree as follows:

1. **Franchise Fee:** Fifty Thousand Dollars (\$50,000.00). You have elected the Premier Franchise Program. (70/65) on which we have applied a Fifteen Thousand Dollar (\$15,000.00) Foundational Credit for a Net Franchise Fee of Thirty-Five Thousand Dollars (\$35,000.00).
2. **Effective Date:** These Special Stipulations shall be effective as of the date set forth above.

IN WITNESS WHEREOF, the parties hereto have duly executed these Special Stipulations on the date first written above.

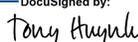
(signatures to follow)

TM

WE INSURE, INC.

DocuSigned by:
 7/21/2021
By: Philip C. Visali
Its: President

“Franchisor”

DocuSigned by:
 7/21/2021
AA515E5DAB1B494...

By: Tony Huynh
Its: Owner
“Franchisee”

Certificate Of Completion

Envelope Id: 0895B5ED54634DE391DD25431672B3F4	Status: Completed
Subject: Please DocuSign: We Insure Agreement_Term 1_07-21-2021_Huynh	
Source Envelope:	
Document Pages: 110	Signatures: 19
Certificate Pages: 5	Initials: 10
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Compliance
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1430 Prudential Dr.
	Jacksonville, FL 32207
	compliance@weinsuregroup.com
	IP Address: 50.206.136.90

Record Tracking

Status: Original	Holder: Compliance	Location: DocuSign
7/20/2021 6:16:17 AM	compliance@weinsuregroup.com	

Signer Events

Tony Huynh
 tony@thewincrew.com
 Owner
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 AA515E5DAB1B494...
 Signature Adoption: Pre-selected Style
 Using IP Address: 208.80.211.220

Timestamp

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 Viewed: 7/21/2021 11:12:43 AM
 Signed: 7/21/2021 11:17:12 AM

Electronic Record and Signature Disclosure:
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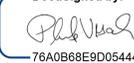
Compliance
 compliance@weinsuregroup.com
 We Insure Group Inc.
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 76.122.45.7

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 Viewed: 7/21/2021 11:22:36 AM
 Signed: 7/21/2021 11:26:08 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Philip Visali
 philip.visali@weinsuregroup.com
 PRESIDENT
 We Insure Group Inc
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 76A0B68E9D05444...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 76.18.204.80
 Signed using mobile

Sent: 7/21/2021 11:26:11 AM
 Viewed: 7/21/2021 11:26:36 AM
 Signed: 7/21/2021 11:27:03 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
John Henning john.henning@weinsuregroup.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/21/2021 11:27:06 AM
Electronic Record and Signature Disclosure: Accepted: 6/16/2021 2:36:07 PM ID: 03009315-5b7f-4951-82e4-5cff33d73695		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/21/2021 11:12:16 AM
Certified Delivered	Security Checked	7/21/2021 11:26:36 AM
Signing Complete	Security Checked	7/21/2021 11:27:03 AM
Completed	Security Checked	7/21/2021 11:27:06 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, We Insure (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact We Insure:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: csr@weinsuregroup.com

To advise We Insure of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at csr@weinsuregroup.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from We Insure

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to csr@weinsuregroup.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with We Insure

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to csr@weinsuregroup.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify We Insure as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by We Insure during the course of my relationship with you.