

INSUR-FI PRODUCER AGREEMENT

This Producer Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date") by and between **INSUR-FI, LLC**, a Delaware limited liability company with its principal place of business located at 6065 Roswell Road, Suite 450, Atlanta, GA 30328 ("Company"), and _____, a/an _____ corporation/limited liability company/partnership/individual ("Producer"). In this Agreement, Company and Producer may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Company is a general agent, managing general agent, and/or broker for insurance carriers (the "Carriers") under various contracts and has the authority to recommend the appointment of Producer to sell the insurance products offered by such Carriers (the "Products"); and

WHEREAS, Producer is an independent contractor and desires to be appointed through Company to access the Products offered by the Carriers.

NOW THEREFORE, in consideration of the foregoing and the mutual provisions set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Appointment. Subject to the completion of an appropriate background check as may be required by Company at any time (including upon application for appointment or at any other time(s) after appointment), in its sole discretion, Company appoints Producer, in all jurisdictions where Producer is properly licensed, to offer and sell the Products in accordance with the terms of this Agreement, and Producer accepts such appointment. No territory is exclusively assigned to Producer by Company, nor shall Producer have the exclusive right to market any of the Products. Nothing herein shall be deemed to preclude Company from retaining the services of other persons or entities undertaking the same or similar functions and/or services as those provided by Producer hereunder, or from independently developing or acquiring materials or programs that are similar to or competitive with the Services (as hereinafter defined).

2. Producer Authority and Duties.

2.1. Producer is an independent contractor and neither Producer nor Producer's employees or assistants are employees of Company. Subject to the terms and conditions of this Agreement, Producer shall be free to exercise its own judgment as to the persons or entities from whom Producer solicits for the Products, and the time, place, and manner of such solicitations. Producer's workplace shall be of Producer's own choosing at a site other than Company's premises. Producer shall notify Company immediately in writing if Producer changes addresses or begins operating out of an additional location/office, and Producer shall have no authority to submit applications from any additional location until Company authorizes such additional location in writing. Producer has exclusive control and responsibility to hire, supervise, and pay its employees or assistants and to select the companies for which it acts as an agent. Producer is responsible for maintaining the appropriate license(s) and qualifications required under any law, rule, or regulation applicable to Producer or Producer's business in order that Producer can lawfully perform its obligations under this Agreement. Producer is solely responsible for all costs and expenses incurred by Producer, its employees, or its assistants in the operation of Producer's business or otherwise, including but not limited to agency expenses, license fees, taxes, overhead, and supplies.

2.2. Producer is authorized to solicit and submit applications of its clients to Company for the Products offered by the Carriers that have been identified to Producer in writing by Company, including such ancillary actions as would be considered reasonably necessary for the performance thereof, and to perform such other acts as may be reasonably requested by Company from time-to-time in connection with the offering and placement of Products with its clients (the "Services"). Producer shall use best efforts to ensure that each application for coverage is fully and truthfully completed by the applicant and that completed applications fully and accurately reflect and disclose the circumstances of the applicant. Producer will inform the applicant that in no event will the applicant have any coverage unless and until the application is reviewed and approved by the Company or the Carrier, as applicable, and a Product is issued. Producer acknowledges and agrees that Company reserves the right, in accordance with applicable law, to reject any applications submitted by Producer. Producer shall accept policyholders' requests to cancel Products and forward immediate written notice of such requests to Company.

2.3. Producer is not authorized to, and agrees not to, change, omit, add to, or waive any question, statement, or answer on any application or any provision of any Product, enter into, alter, deliver, cancel, or terminate any Product on behalf of Company or a Carrier, waive forfeitures, extend time of payment of any premiums or other charges, quote rates other than those expressly authorized by Company, or obligate or bind Company or any Carrier in any way.

2.4. Any quote Producer may develop out of its own system, a third-party vendor system, or in its own format for purposes of discussion with prospective clients shall be for illustrative purposes only and not binding on Company.

2.5. Producer shall comply with all policies, rules, and procedures of Company, including those relating to the completion and submission of applications, assist in the installation of Products, and refrain from making any representations with respect to the benefits of any Product not in conformity with the material prepared and furnished to Producer for that purpose by Company.

2.6. Producer shall neither enter into any subcontracts for the performance of any portion of the Services nor assign or transfer any of its rights or obligations under this Agreement without Company's prior written consent, and any attempt to do so will be void and without further effect. Company's consent to Producer's subcontracting of any portion of the Services shall not in any way be deemed to relieve Producer of any of its duties or obligations under this Agreement, and Producer shall indemnify and hold Company harmless from any payment required to be paid to any of its subcontractors.

2.7. Producer shall at all times during the term of this Agreement maintain errors and omissions coverage for itself and its agents, solicitors, and employees satisfactory to Company in an amount not less than \$1,000,000.00 per claim and in the aggregate or such higher amounts as may be required by law or determined by Company, and such other coverage types and amounts as Company may require from time to time during the term of this Agreement. All coverages required pursuant to this Agreement shall be provided by insurance companies rated A or better by A.M. Best Company. Upon commencement of this Agreement and upon renewal of such coverage thereafter, or upon Company's request at any time, Producer shall furnish to Company evidence of such insurance and shall notify Company in the event such coverage is discontinued for any reason.

2.8. Producer shall notify the Company promptly should any of the following occur: (i) Producer is the subject of or otherwise becomes aware of any formal or informal inquiry or investigation related to the solicitation or sale by Producer of insurance product(s) or any privacy breach; (ii) Producer is contacted by any insurance or securities regulator, for any reason; (iii) Producer is or becomes the subject of any complaint related to the solicitation or sale of any insurance product or service, in any jurisdiction; (iv) Producer is or becomes the subject of any proceeding by any insurance regulator in any jurisdiction; (v) Producer is accused of or charged with any improper conduct related to the solicitation or sale of any insurance product or service; (vi) Producer, or if Producer is an entity, any person holding an ownership interest in Producer, is convicted of any crime; (vii) Producer is alleged to have committed fraud; (viii) Producer is found to have engaged in any fraud; or (x) Producer files bankruptcy. Producer also agrees to notify the Company promptly upon receipt of service of process regarding any regulatory, judicial, or other proceeding regarding Producer, the Company, or any Product.

3. Premium Collection; Remittance.

3.1. Except as otherwise expressly agreed to in writing by the Company, Producer is not authorized to either receive any Company funds except for the initial premiums for Products or deduct compensation, service fees, or allowances from any initial premiums collected by Producer.

3.2. Any funds received by Producer for or on behalf of Company shall: (i) be received and held by Producer in a fiduciary capacity; (ii) be separately accounted for; (iii) not be commingled by Producer with personal funds of Producer or other business accounts managed or owned by Producer; (iv) be deposited to a trust account in a state or federal bank authorized to do business in the appropriate state and insured by an appropriate federal insuring agency; and (v) be remitted to Company promptly but in no event later than fifteen (15) calendar days from the date of receipt.

3.3. Nothing in this Agreement shall preclude Producer from collecting any fees from customers other than those amounts that are due and owing to Company, which fees can include an application fee so long as Producer provides value-added services to the customer during the customer's application process that are in addition to the services that a producer typically provides during the application process.

4. Producer's Representations and Warranties.

Producer represents, warrants, and covenants as follows:

4.1. If Producer is an entity, Producer is a duly organized and existing entity in good standing pursuant to the laws of the state in which it is organized and is duly qualified in all jurisdictions in which it transacts or intends to transact business.

4.2. Producer has the necessary authority to execute, deliver, perform, and enter into this Agreement under all applicable federal, state, and local laws, rules, and regulations, and to consummate all transactions contemplated herein. This Agreement has been duly authorized, executed and delivered by Producer and constitutes a legal, valid, and binding obligation of Producer and its successors and assignees, enforceable against Producer and such successors and assigns in accordance with its terms. The individuals executing this document on behalf of Producer are fully authorized to enter into this Agreement.

4.3. The terms and conditions of this Agreement, and Producer's performance hereunder, do not violate Producer's organizational documents (if Producer is an entity), any instrument relating to the conduct of Producer's business, or any other agreement to which Producer is a party, or any law, rule, regulation, judgment, or order applicable to Producer or to Producer's business.

4.4. Producer has substantial experience in providing the Services, has obtained all applicable federal, state, and local licenses and appointments necessary to conduct the business contemplated hereunder in any jurisdiction in which Producer offers any Products or otherwise transacts any business arising from or in connection with this Agreement (including all applicable insurance producer licenses), and all such licenses and appointments are valid and in good standing as of the Effective Date. At all times throughout the term of this Agreement, Producer shall maintain in good standing all licenses and appointments required hereunder, including those which become required at any time after the Effective Date, and shall notify Company immediately of any expiration, termination, suspension, or other action by a Department of Insurance or other governmental agency affecting any of said licenses or appointments. Upon Company's request at any time, Producer shall furnish to Company evidence of such licensure.

4.5. There is no litigation or investigation pending or, to Producer's knowledge, threatened, which if determined adversely to Producer, would adversely affect the enforceability of this Agreement.

4.6. Producer understands that certain Products may be placed by Company with insurers not licensed in the state in which the customer is located, and certain filings and tax payments may be required to comply with the insurance laws of the state in which the risk is located. For risks being placed with excess and surplus lines or an unlicensed insurer, Producer shall comply with any applicable state law requiring a diligent attempt to procure such insurance from authorized insurers.

5. Compensation.

5.1. Unless otherwise agreed to in writing by Company, compensation to Producer for performance of Services shall be paid in accordance with the commission schedule(s) attached hereto and incorporated by reference herein (each individually being a "Schedule," and all being collectively the "Schedules"). Company may change the terms of compensation at any time upon thirty (30) days written notice to Producer, regardless of the effective date of coverage. Compensation rates represent payment-in-full to Producer for Services rendered pursuant to this Agreement.

5.2. For each Product, Producer shall invoice Company in accordance with the payment timeline set forth in the corresponding Schedule, or if such Schedule does not specify a payment timeline, on a monthly basis. Producer must present detailed invoices for all Services that shall be accompanied by adequate documentation to support all invoiced amounts. Subject to the provisions of Section 5.3 below, invoices shall be paid pursuant to the terms of the applicable Schedule, or if not specified in a Schedule, no later than (30) days after Company's receipt of such invoice.

5.3. In the event of a good faith dispute of any sum invoiced by Producer, Company may withhold payment of the disputed portion of the invoice so long as: (i) Company timely pays the undisputed portion of said invoice and all other undisputed charges as they come due; (ii) Company notifies Producer of the nature of the dispute; and (iii) Company and Producer confer in good faith to resolve the dispute.

5.4. Notwithstanding anything in this Agreement to the contrary, compensation for a Product shall not be payable until the Product is issued, all delivery requirements are fulfilled, and the premium is paid. Compensation shall be paid by Company directly to Producer, and Company shall have no responsibility to allocate compensation among Producer's personnel.

5.5. Unless this Agreement is terminated pursuant to Section 6.3 below, and assuming compensation has not been forfeited pursuant to this Article 5, compensation shall continue to be paid with respect to Products so long as: (i) Producer is continuously and actively engaged as a licensed broker, agent, or agency and continues to represent the customer; and (ii) the customer continues to be enrolled in the Product.

5.6. Compensation shall not be payable to Producer, and if previously paid shall be returned by Producer in the event of a refund of any premium and shall constitute a debt of Producer to Company until returned. If Company or a Carrier makes a refund of any premium, Producer shall pay Company the amount of compensation previously received by Producer or credited to Producer's account for such premium regardless of the period of time when the premium was collected or the compensation was paid to Producer. Company may offset the amount due from Producer against other amounts due to Producer from Company.

5.7. Producer shall immediately notify Company upon discovery of an overpayment. Producer agrees to remit to Company any overpayments made under this Agreement. Alternatively, Company, in its sole discretion, may offset overpayments against other compensation due and payable to Producer. Producer shall reimburse Company for all expenses incurred by Company to recover any overpayment from Producer, including reasonable attorney's fees.

5.8. Company, in its sole discretion, may suspend compensation payable to Producer immediately upon written notice to Producer if Company learns or has good reason to believe that Producer or any of its personnel engaged in offering the Products are non-compliant with any term or condition of this Agreement. Producer automatically forfeits all suspended compensation if the cause of such suspension is not resolved within ninety (90) days of Producer being notified of the suspension.

5.9. If this Agreement is terminated pursuant to Section 6.3, Producer shall forfeit all compensation that Producer might otherwise have acquired or earned under this Agreement.

6. Term and Termination.

6.1. This Agreement shall be effective for an initial term of one (1) year from the Effective Date, and thereafter shall automatically renew for additional terms of one (1) year each, unless and until terminated as provided for hereinbelow.

6.2. This Agreement may be terminated without cause at any time by either Party upon not less than thirty (30) days prior written notice thereof to the other Party.

6.3. Company may terminate this Agreement immediately upon written notice to Producer upon the occurrence of any of the following: (i) a material default or substantive breach by Producer of one or more of its obligations under this Agreement; (ii) any expiration, termination, or suspension of any license and appointment that is necessary for Producer to transact business on behalf of Company and required by any state or jurisdiction where Producer solicits sales of any Products; (iii) Producer's commission of fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty; or (iv) if any of Producer's representations or warranties made herein or any statement or certificate at any time given in writing pursuant hereto or in connection herewith are false or misleading in any respect. Producer's failure to comply with any provision of this Agreement shall be material if Company determines that such failure affects Producer's ability to perform under this Agreement. Termination for cause shall not be Company's exclusive remedy but shall be cumulative with all other remedies available at law or in equity. A failure by Company to terminate this Agreement for cause shall not be a waiver of the right to do so with respect to any past, current, or future default on the part of Producer.

6.4. Either Party may terminate this Agreement immediately upon written notice if a Party becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, or bankrupt, or makes assignments for the benefit of creditors. Company shall have no liability to Producer as a result of Company's termination of this Agreement pursuant to this Section 6.4.

6.5. This Agreement shall automatically terminate upon the occurrence of any of the following: (i) death of Producer, if Producer is an individual; (ii) if Producer is a corporation, limited liability company, or partnership, the dissolution of such entity; or (iii) Company's employment of Producer as an employee if Producer is an individual. In the case of a termination described in item (iii) of the immediately preceding sentence, such individual Producer shall also not be entitled to any further payments under this Agreement to which Producer was so entitled prior to such employment.

7. Ownership of Expirations. Producer's records, together with the use, control, and ownership of expirations applicable to Products placed by Producer shall remain Producer's property upon the termination of the Agreement. Notwithstanding the foregoing, if Producer has not properly accounted for and paid all premiums related to Products for which Producer is liable hereunder or has otherwise materially defaulted under or substantively breached (as described in Section 6.3 above) the terms of this Agreement, Producer's records with regard to the Products shall become the property of Company, Company shall have the sole discretion to use and control such expirations, and Company may retain all compensation payable regarding Products represented by expirations transferred to Company or renewals thereof.

8. Confidential Information.

8.1. Producer acknowledges that it may, while performing the Services, be exposed to or acquire information that is proprietary or confidential to Company or the Carriers, or to their respective affiliated companies, clients, customers, employees, officers, directors, members, or agents. Any information of any form (whether oral, written, graphic, electronic, or machine-readable) obtained by Producer or its employees, agents, or vendors in the performance of this Agreement shall be deemed to be confidential and proprietary information of Company ("Confidential Information"). Producer agrees to hold Confidential Information in strict confidence, using such degree of care as appropriate pursuant to highest industry standards but not less than reasonable care to avoid unauthorized use or disclosure, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose directly or indirectly such Confidential Information to third parties or use such Confidential Information for any purposes whatsoever other than the provision of Services pursuant to this Agreement. Producer shall advise each of its directors, members, officers, employees, agents, and vendors who may be exposed to the Confidential Information of their obligations to keep such Confidential Information confidential and to not disclose such Confidential Information to any third party absent such third party being subject to written confidentiality obligations no less stringent than those set forth herein. Producer agrees to reveal Confidential Information only to those of its employees, agents, and vendors who need to know the Confidential Information for the purpose of rendering Services hereunder. Producer shall be responsible for any breach of this Agreement by any of its directors, members, officers, employees, agents, or vendors.

8.2. Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of Producer, (ii) was already in Producer's possession or known to Producer prior to being disclosed or provided to Producer by or on behalf of Company, provided, that, the source of such information or material was not bound by a contractual, legal, or fiduciary obligation of confidentiality to Company or any other party with respect thereto, (iii) was or is obtained by Producer from a third party, provided that such third party was not bound by a contractual, legal, or fiduciary obligation of confidentiality to Company or any other party with respect to such information or material, or (iv) is independently developed by Producer without reference to the Confidential Information. Additionally, notwithstanding any other

provision of this Agreement, if Producer is, at any time, legally compelled to disclose any Confidential Information, Producer will promptly notify Company thereof so that Company may seek an appropriate protective order or other appropriate relief or waive compliance with the provisions of this Agreement. In the absence of a protective order or a waiver from Company, Producer may comply with such legal requirement by disclosing only such Confidential Information as is legally required.

8.3. Producer acknowledges and agrees that remedies at law may be inadequate to protect against an actual or threatened breach of the confidentiality provisions of this Agreement. Producer agrees that in the event of such an actual or threatened breach by Producer, Company shall be entitled, in addition to any other remedies and damages that may be available to it at law, to request injunctive or other equitable relief, without proof of actual injury, to restrain any such breach, threatened or actual. Producer further agrees to waive any requirement for security or the posting of any bond by Company in connection with any such remedy. Without limiting the foregoing, Producer shall immediately advise Company if it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly through the Parties, has violated or intends to violate the terms of this Agreement. This provision shall not in any way limit such other remedies as may be available to Company at law or equity.

9. Data Protection.

9.1. During the term of this Agreement, Producer shall comply with all international, national, federal, state, or local laws, codes, or regulations that regulate the processing of Personal Information (as hereinafter defined) in any way (“Privacy Laws”) that are applicable to its business, including, but not limited to, national data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations, and security breach notification rules. Producer shall at all times throughout the term of this Agreement maintain appropriate technical and organizational measures for the processing, integrity, confidentiality, and security of Confidential Information and Personal Information. Producer shall implement controls, including encryption, to protect Confidential Information and Personal Information held or transmitted by Producer, both in transit over external networks and at rest. Producer shall conduct periodic risk assessments of its information systems sufficient to inform the design of its information security program as required by this section.

9.2. Producer agrees to monitor its information systems for acts or attempts to gain unauthorized access to, disrupt, or misuse information systems or the information stored thereon (any such act or attempt, as well as any unauthorized release of Confidential Information or Personal Information (as hereinafter defined), being a “Security Event”) and to maintain throughout the term of this Agreement a detailed plan for promptly responding to a Security Event, which plan shall be compliant in all material respects with all applicable Privacy Laws. If a Security Event impacts or has a reasonable potential to impact Confidential Information or Personal Information, or is significant or requires disclosure under applicable Privacy Laws, Producer agrees to: (i) notify Company, by telephone or email, as soon as reasonably practical after becoming aware of the occurrence of the Security Event, but in no event more than forty-eight (48) hours after becoming so aware, which notice shall include the name and contact information of a senior-level company employee designated to be Company’s primary contact with respect to the Security Event; (ii) provide Company, in writing, with such information concerning the Security Event as Company may reasonably request; (iii) fully cooperate with the Company and its affiliates, regulators, and (if necessary) law enforcement to determine the scope and impact of the Security Event, assist in regaining Confidential Information and Personal Information, and prevent any additional impact related to the Security Event; (iv) take all necessary and required remedial actions to prevent the occurrence of other or further Security Events and maintain a written log of such remedial actions; and (v) retain all information relating to any Security Event as Company may reasonably request and bear all costs associated with any Security Event, including but not limited to costs of recovery of Confidential Information and Personal Information and remedial actions taken by Producer.

9.3. For purposes of this Article 9, the term “Personal Information” means any information that: (i) can be used (alone or when used in combination with other information within your control) to identify, locate, or contact an individual; or (ii) pertains in any way to an identified or identifiable individual. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files.

10. Indemnity and Limitation of Liability.

10.1. Each Party, as the indemnitor (the “Indemnitor”), agrees to indemnify, defend, and hold harmless as the indemnitee the other Party and its affiliates, subsidiaries, officers, directors, employees, contractors, successors, and assigns (collectively the “Indemnitee”), from all claims, lawsuits, judgments, losses, damages, costs, and expenses (including attorneys’ fees) incurred or to be incurred, which may be made or brought against such parties by any person, corporation, government, class, or any entity whatsoever, including, by example and not by limitation, any tier of subcontractor (except for, and to the extent of, an Indemnitee’s own negligence or intentional wrongful conduct) resulting from or related to Indemnitor’s: (i) negligent acts and/or omissions or willful misconduct; (ii) breach of this Agreement or violation of any applicable law, rule, or regulation; (iii) breach of or material inaccuracy of any warranty or representation made hereunder; or (iv) infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights.

10.2. The Indemnitor is obligated to assume the defense, at its sole expense, of any claim or litigation as to which it has an indemnification obligation hereunder, provided that the Indemnitee shall, at its own expense, be entitled to monitor and/or participate in the defense thereof. If, after being duly notified, the Indemnitor fails to defend as required hereunder in a timely manner, the Indemnitee shall have the right to assume its own defense, and the Indemnitor shall be obligated to reimburse the Indemnitee for any

reasonable expenses (including but not limited to attorneys' fees and costs) incurred in the defense of such claim or litigation in addition to the Indemnitor's other indemnification obligations hereunder.

10.3. The Indemnitor shall not, without the prior written consent of the Indemnitee: (i) settle or compromise any action, suit, proceeding, or claim, or consent to the entry of any judgment that does not include as an unconditional term thereof a full and complete written release of the Indemnitee (in form, scope, and substance satisfactory to the Indemnitee in its sole but reasonable discretion) from all liability in respect of such action, suit, proceeding, or claim, and a dismissal with prejudice of such action, suit, proceeding, or claim; or (ii) settle or compromise any action, suit, proceeding, or claim in any manner that may adversely affect the Indemnitee or obligate Indemnitee to pay any sum or perform any obligation as determined by the Indemnitee in its sole but reasonable discretion.

11. Records and Audit. During the term of this Agreement, and for a period of five (5) years thereafter, Producer shall keep complete and accurate records in sufficient detail to permit Company to confirm the accuracy of all payments due hereunder. At all times during the term of the Agreement, and for the period thereafter specified above, Company shall have the right to cause an independent, certified public accountant reasonably acceptable to Producer to access, examine, audit, excerpt, and transcribe such records, regardless of where they are located or in what form they are maintained. Such audits may be exercised during normal business hours no more than once in any twelve (12) month period upon at least five (5) days' prior written notice to Producer. Company shall bear the full cost of such audit unless such audit discloses overbilling by Producer by more than five percent (5%) of the amounts actually due to Producer due under this Agreement, in which case Producer shall bear the full cost of such audit. In all events, Producer shall refund to Company the amount of any overpayment by Company with interest at a rate equivalent to one- and one-half percent (1.5%) per month (or the highest rate permitted under applicable law if lower) from the date of the occurrence of the first documented improper charge to Company.

12. Ownership of Copyright and Other Intellectual Property. Producer acknowledges and agrees that absent express, prior written authorization by an officer of Company, it has no license, right, title, permission, or interest in Company's name, logos, trademarks, service marks, or other registered marks or similar intellectual property (collectively, the "Company Marks"). Notwithstanding any payment or other consideration hereunder, Producer acknowledges that the Company Marks are the property of Company, and Producer will not attempt and will cause its employees, officers, directors, agents, and contractors not to attempt to claim any interest therein other than the interests granted herein. Producer further covenants and agrees that it will not adopt, use, or attempt to register in any state, federal, or other forum in the U.S., or any other country, any word, name, symbol, or device, or any combination thereof, which is confusingly similar to the Company Marks or any portion(s) thereof, and will cause its employees, officers, directors, members, agents, or contractors to comply with the foregoing. All uses of the Company Marks by or on behalf of Producer, or anyone acting with the authority or consent of Producer, shall inure to the sole benefit of Company.

13. Dispute Resolution. Except as otherwise expressly provided for in this Agreement, Company and Producer shall attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations of any dispute by providing written notice to the other Party setting forth the subject of the dispute. The recipient of such notice shall respond in writing within ten (10) calendar days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority shall meet at a mutually agreeable time and place within thirty (30) calendar days of the date of the initial notice to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted for mediation with a mutually acceptable mediator unless otherwise agreed to by the Parties in writing. The Parties shall share any fees or expenses of the mediator. If the matter is not resolved through mediation, then the Parties shall be free to avail themselves of all legal remedies; provided that any legal action brought under this Agreement shall be brought in the accordance with the provisions of Section 14.6 of this Agreement.

14. General Provisions.

14.1. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements relating thereto, whether written or oral, between them, and may not be altered, changed, or amended except in a writing signed by all Parties. Neither this Agreement nor any rights or obligations hereunder shall be assignable by any Party without the prior written consent of the other Party except that Company may assign this Agreement to an affiliate, controlled by or under common control with Company, upon written notice to Producer. All obligations and duties hereunder that are intended, either expressly or by their nature, to extend beyond the expiration or termination of this Agreement shall survive and remain in effect beyond any expiration or termination hereof.

14.2. The failure of any Party at any time to require the performance by the other of any term or provision of this Agreement shall in no way affect the right of such Party to enforce the same, nor shall the waiver by any Party of any breach of any such terms or provisions be taken or held to be a waiver of any succeeding breach of any term or provision, or as a waiver of the term or provision itself.

14.3. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or lack of enforceability without invalidating the remaining provisions of the Agreement in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

14.4. Except for the payment of monies owed under this Agreement, neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control including, but not limited to, Acts of God, fires, floods, storms, earthquakes, riots, strikes, lockouts, war, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the impacted party.

14.5. Neither Party shall, without the approval of the other Party, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that such Party shall be so obligated by applicable law or regulation, in which case the other Party shall be advised and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

14.6. This Agreement and all matters arising out of or relating to this Agreement, and all claims, causes of action, controversies, or matters in dispute between the Parties, whether sounding in contract, tort, statute, regulation, or otherwise, shall be governed by, construed, interpreted, and enforced in accordance with the substantive and procedural laws of the State of Georgia, including its statutes of limitations, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the State of Georgia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than the State of Georgia. Each Party represents to the other that they are subject to and hereby irrevocably submit to exclusive jurisdiction of the state and federal courts serving Forsyth County, Georgia in connection with any suit, action, or proceeding arising out of or relating to this Agreement, and irrevocably agree that all claims and counterclaims of Company or Producer in respect to any such suit, action, or proceeding shall be heard or determined only in any such court. Should either Party employ an attorney to enforce any of the provisions hereof or to protect its interests in any matter arising hereunder, or to recover damages for the breach hereof, the non-prevailing Party in any final judgment shall pay to the prevailing Party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith by said prevailing Party.

14.7. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (i) when delivered personally; (ii) three (3) business days after being mailed by United States registered or certified mail, return receipt requested; (iii) one (1) business day after being delivered to a national, overnight commercial package courier or local delivery service; or (iv) on the day received if sent by e-mail (subject to proof of successful e-mail delivery), and, to the extent applicable, prepaid and addressed in accordance with the following provisions:

Insur-Fi, LLC
6065 Roswell Road, Suite 450
Atlanta, GA 30328
Attn: Donald Johnson

Attn: _____

14.8. This Agreement shall be deemed to have been prepared and drafted equally by both Parties and therefore shall be governed and construed without regard to which Party prepared or drafted it. Each Party acknowledges and agrees that it has had sufficient opportunity to read this Agreement and to consult with legal counsel of its own choosing regarding the meaning and effect of this Agreement and such Party's rights and obligations hereunder. Accordingly, each Party and signatory to this Agreement has entered into this Agreement freely, voluntarily, and without duress and shall bear its own expenses incurred in conjunction with the making of this Agreement and the consummation of the transactions contemplated herein and hereby.

14.9. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. A counterpart signed and transmitted by facsimile or by e-mail as a .pdf file is to be treated as an original document, and the exchange of counterparts signed by all the Parties shall constitute a binding and enforceable Agreement. The signature of any Party thereon, for purposes hereof, is to be considered the same as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. Each person signing this Agreement on behalf of a Party represents and warrants that such person has full authority to execute this Agreement on such Party's behalf.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

INSUR-FI, LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COMMISSION SCHEDULES

(To be attached upon issuance)