

FRANCHISE DISCLOSURE DOCUMENT

GOOSEHEAD INSURANCE AGENCY, LLC

a Delaware limited liability company
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goosehead
INSURANCE AGENCY

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Department of
Business Oversight

Goosehead Insurance Agency, LLC offers franchises for businesses that will offer various insurance products to customers, from a variety of insurance carriers.

The total investment necessary to begin operation of a Goosehead Insurance Agency business is between \$41,000 and \$116,500, which includes \$26,500 - \$66,000 that must or may be paid to the franchisor or an affiliate.

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payments to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact P. Ryan Langston, General Counsel, Goosehead Insurance Agency, LLC, 1500 Solana Boulevard, Suite 4500, Westlake, TX 76262 (telephone: 214-838-5500).

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issued: April 2, 2019

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit C for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN TEXAS. OUT-OF-STATE MEDIATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR ARBITRATE WITH US IN TEXAS THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$41,000 TO \$116,500. THESE AMOUNTS EXCEED THE GUARANTOR'S STOCKHOLDERS' EQUITY AS OF DECEMBER 31, 2018, WHICH IS (\$25,203,000).
4. YOU MUST MAKE MINIMUM ROYALTY FEE PAYMENTS REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We may pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	

GOOSEHEAD INSURANCE AGENCY, LLC

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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The franchisor is Goosehead Insurance Agency, LLC (“**Goosehead**” or “**Goosehead Insurance**”). In this Franchise Disclosure Document, when we refer to Goosehead Insurance we sometimes use the words “**we**,” “**us**” or “**our**.” A person who buys a franchise from us is called “**you**” in this Franchise Disclosure Document. If you are a corporation, partnership, limited liability company, or other entity, “**you**” also includes your owners.

The Franchisor, Parents and Affiliate

We were originally formed as a Texas limited liability company organized on May 16, 2008. We were reorganized as a Delaware limited liability company on November 7, 2012. Our principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. We do business under the name GOOSEHEAD INSURANCE. We do not do business under any other name. Our agents for service of process are listed in Exhibit D. We do not have any predecessors.

We are a wholly owned subsidiary of our parent company, Goosehead Insurance Holdings, LLC (“**GH Holdings**”), a Delaware limited liability company organized on October 13, 2016. GH Holdings’ principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. GH Holdings does not offer any type of franchise, nor has it offered franchises in the past.

GH Holdings’ parent company is Goosehead Financial, LLC (“**GH Financial**”), a Delaware limited liability company organized on December 22, 2015. GH Financial’s principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. GH Financial does not offer any type of franchise, nor has it offered franchises in the past.

GH Financial’s parent company, our ultimate parent company, is Goosehead Insurance, Inc (“**GSHD**”), a Delaware corporation organized on November 13, 2017. GSHD is publicly traded on the NASDAQ stock exchange under the ticker symbol GSHD. GSHD is a guarantor of our obligations under our franchise agreements, and GSHD’s financial statements are attached to this Disclosure Document in Item 21 and Exhibit F. GSHD does not offer any type of franchise, nor has it offered franchises in the past.

We are an affiliate of Texas Wasatch Insurance Services, L.P. (“**TWG**”), which did business under the trade name TWG Insurance until the second half of 2014. TWG now does business under the “Goosehead Insurance” name. TWG’s principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. Goosehead and TWG share the same executive team and ownership group. TWG provides Goosehead and Goosehead franchisees with management services, information technology and accounting services, training, marketing support, insurance carrier access, client relationship management systems and certain other services. TWG does not offer any type of franchise, nor has it offered franchises in the past.

Our Experience

We began offering franchises on November 22, 2011. From our inception until November 22, 2011, we did not have any active business activities. We do not offer or sell insurance products

(other than in support of the System), and we do not operate businesses of the same type as franchises in this Franchise Disclosure Document (the **"Disclosure Document"**). We do not engage in any other business, other than the operation of the franchise system described in this Franchise Disclosure Document.

Our affiliate, TWG, engages in the insurance services business under the name "Goosehead Insurance" and using the Proprietary Marks. TWG has been operating as a national independent insurance agency since 2003. The company has offices in Westlake, Texas, Irving, Texas, Ft. Worth, Texas, Houston, Texas, The Woodlands, Texas, Austin, Texas, and Rosemont, Illinois. TWG has never offered franchises in any line of business.

The Franchises We Offer

We offer a franchise program under the name "Goosehead Insurance" offering various insurance products to clients from a variety of insurance carriers (the **"Franchised Business"**). The Franchised Business is generally identified by the trademarks and service marks identified in Item 13 (the **"Proprietary Marks"**). The Franchised Business operates using certain business processes, technologies, trade secrets, carrier contracts, client lists, knowledge, know-how, trade names, service marks, trademarks, logos, emblems, trade dress and other intellectual property; distinctive signage; standards and specifications for services, products, supplies, appearance, operations and management control; safety standards; training and assistance; purchasing programs; and advertising, marketing, promotional and sales programs; which may be developed or changed, discontinued, improved, modified and further developed by us from time to time (the **"System"**).

The types of insurance offered by the Franchised Businesses include property and casualty insurance (for example, homeowners, automobile, boat, recreational vehicle and umbrella policies) for individuals and small businesses. If you meet the necessary state licensing requirements and our standards, you may also offer life insurance and commercial insurance through the Franchised Business. All insurance offered by the Franchised Business must be through approved carriers that we have appointments with. Franchised Businesses may not offer any insurance products through excess and surplus lines carriers unless we are appointed with the carriers. We intend to leverage the combined purchasing power of the Franchised Businesses and TWG's ongoing relationships with carriers to obtain favorable commission rates. Our System also provides access to exclusive products with our insurance carriers.

A key feature of the System as of the date of this Franchise Disclosure Document is the robust back-office services we provide to each Franchised Business. In particular, we manage the ongoing client service needs from our centralized contact centers currently located in Westlake, Texas and Henderson, Nevada. This includes policy changes, proof of insurance, policy inquiries and other client service needs. All of our client service employees are highly trained, licensed insurance agents, focused on driving high retention and creating new revenue opportunities through cross-selling and up-selling. In addition, our back-office services provide front-end quality control audits, premium trust accounting, commission accounting, business analytics and access to our customized technology platform.

The Market

The market for insurance services is well established. Your competitors will include independent insurance brokerages and captive insurance agents. We are aware of a number of other franchised insurance brokerages that have developed systems or are in the process of developing them. We are not aware of any competing systems that offer an equivalent value proposition to ours with current operations in the markets in which we offer franchises.

Applicable Regulations

If you purchase rights to operate a Franchised Business, your business will be subject to laws, regulations and ordinances that are applicable to businesses generally. You will also be subject to laws specific to the insurance industry. Insurance services are primarily regulated by individual states, but there may also be federal laws that affect some aspects of your business. You must be licensed to sell insurance in your state and any other states for which you may issue or service insurance policies. All employees of the Franchised Business who will sell insurance ("Producers") must also be licensed. On an annual basis you must provide to us proof that all Producers employed by the Franchised Business are licensed. Some states may require multiple licenses applicable to different types of insurance. It is your responsibility to determine and obtain proper state and/or federal licensing that may be required to sell insurance. You must also comply with Executive Order 13224 which prohibits transactions with suspected terrorists or persons or organizations associated with suspected terrorists and the USA Patriot Act and the International Money Laundering Statement and Anti-Terrorist Financing Act of 2001 which impose anti-money laundering requirements on a broad variety of "financial institutions." You will also have to comply with certain federal laws, such as the Gramm Leach Bliley Act, the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act and the Financial Services Modernization Act. You should consult with a lawyer and investigate the specific laws and regulations applicable to your business.

ITEM 2 **BUSINESS EXPERIENCE**

Chairman and Chief Executive Officer: Mark E. Jones

Mr. Jones is one of our co-founders and has served as our Chief Executive Officer since our founding in May 2008. He is also a co-founder and the Chief Executive Officer of TWG in Westlake, Texas and has been TWG's Chief Executive Officer since October 2003. He is also the Chief Executive Officer and Chairman of the Board of Directors of GSHD.

Vice Chairman: Robyn Jones

Ms. Jones is one of our co-founders and has been our Vice Chairman since May 2008. She is the founder of TWG, located in Westlake, Texas, and has been its Vice Chairman since October 2003. She currently serves as the Vice-Chairman of the Board of Directors of GSHD.

President and Chief Operating Officer: Michael C. Colby

Mr. Colby has been our President since March 2016 and our Chief Operating Officer since September 2011. From September 2011 to March 2016, he also served as our Executive Vice President. He joined TWG, in Westlake, Texas, in May 2006 as Controller, was promoted to Chief Financial Officer in July 2010, and now serves as TWG's President since March 2016 and Chief Operating Officer since September 2011.

Chief Financial Officer: Mark Colby

Mr. Colby has been our Chief Financial Officer since November 2016. From July 2015 to November 2016, he served as our Vice President of Finance. From January 2014 to July 2015, he was our Controller. Since November 2016, Mr. Colby has been the CFO for TWG. From October 2009 to October 2012, he worked in Transaction Services for Ernst & Young LLP in Dallas, Texas.

Vice President and General Counsel: Patrick Ryan Langston

Mr. Langston joined Goosehead Insurance as our Vice President and General Counsel in December 2014. Mr. Langston also serves as the General Counsel of TWG since December 2014. Before joining us, Mr. Langston was an attorney with the firm of Strasburger & Price, LLP in Frisco, Texas from August 2009 to December 2014.

Vice President: Michael Moxley

Mr. Moxley has been a Vice President since December 2014. He is also a Vice President of TWG since December 2014. From November 2013 to December 2014, he held the position of Director – Service Delivery for Transcom in San Antonio, Texas. From January 2012 to November 2013, Mr. Moxley was the Director – Global Accounts for Alorica, Inc. in San Antonio, Texas.

Vice President: Megan Bailey

Ms. Bailey is our Vice President and a Vice President of TWG effective January 2018. She was our Director of Franchise Sales from November 2011 to January 2018.

Vice President: Matthew Colby

Mr. Colby is our Vice President effective January 2018. He was our Director of Agency Sales from June 2015 to January 2018. Mr. Colby joined TWG in Westlake, Texas in 2007 and was a Manager from 2008 until June 2015.

Chief Information Officer: Drew Burks

Mr. Burks is our Chief Information Officer effective January 2018. He was our Director of Information Systems from January 2016 to January 2018. From August 2014 until January 2016, Mr. Burks served as the Director of Risk Management. He also served as the Director of Risk

Management of TWG in Westlake, Texas from October 2006 to January 2016 and currently serves as TWG's CIO since January 2018.

Managing Director of Product and Training: Lauren Menuey

Ms. Menuey is our Managing Director of Product and Training effective January 2018. She was our Product and Training Manager from May 2014 to January 2018. From March 2009 to May 2014, Ms. Menuey held the position of Senior Territory Sales Manager for Progressive Insurance in Fort Worth, Texas.

Managing Director of Business Development: Marissa Brumbeloe

Ms. Brumbeloe has been our Managing Director of Business Development since January 2017. She joined us in September 2012 as a Sales Manager and served in that capacity until January 2014 when she became Manager of Business Development. She has been Manager of Business Development since that time. Before joining us, Ms. Brumbeloe was a Sales Manager for State Farm Insurance in Richardson, Texas from January 2011 to September 2012.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

For a single franchise, the Initial Franchise Fee will range between \$25,000 and \$60,000, depending on the geographic region the franchised business will be located in.

If your franchise will be operated in Louisiana, Oklahoma or Texas, then the Initial Franchise Fee is \$60,000. This may be paid in one of two ways. First, you may elect to pay your Initial Franchise Fee at signing in which case you will receive a \$20,000 discount. Second, you may elect to pay \$10,000 at signing. The remaining \$50,000 balance will be paid in monthly installments of \$833.33 beginning on the first day of the sixth month after training, according to the terms of the promissory note attached to the Franchise Agreement as Exhibit F (the "Promissory Note").

If your franchise will be operated in a state outside of Louisiana, Oklahoma or Texas, then the Initial Franchise Fee is \$40,000. This may be paid in one of two ways. First, you may elect to pay

your Initial Franchise Fee at signing in which case you will receive a \$15,000 discount. Second, you may elect to pay \$10,000 at signing. The remaining \$30,000 balance will be paid in monthly installments of \$500 beginning on the first day of the sixth month after training, according to the terms of the Promissory Note.

The Initial Franchise Fee is uniformly applied. The Initial Franchise Fee is fully-earned upon receipt and, once you or any of your personnel begin(s) the initial training program, the Initial Franchise Fee becomes non-refundable in consideration of administrative and other expenses that we incur in providing you with training, carrier appointments, and pre-opening assistance as part of the initial launch of the Franchised Business.

Insurance

You must purchase Commercial General Liability Insurance, Property Insurance, and Professional Liability (Errors & Omissions) Insurance. You must also purchase the following types of insurance if applicable: Business Automobile Liability Insurance (if your agency owns a vehicle), Employer's Liability and Worker's Compensation Insurance (if you hire an employee), Umbrella Liability Insurance (if you write commercial insurance), and Cyber Risk Insurance (if a group policy is not available through Goosehead). You may purchase some or all of these through TWG or from any approved carrier. We may require you to obtain additional insurance in the future. Please refer to the Manual for more details on our current insurance requirements. If you purchase some or all of your required insurance through TWG, your payment for the first year of coverage will be due to us before you open. Your total cost for premium payments for the first year will be between \$1,500 and \$6,000, depending on the types of insurance coverage you purchase through TWG and your coverage amounts.

Any fees paid for insurance coverage purchased through TWG are fully-earned upon receipt and are non-refundable. Please see Item 6, Note 10 and Item 7, Note 6 for more information.

ITEM 6 **OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	20% of Gross Revenues on policies in their initial term and 50% of Gross Revenues on policies in their renewal terms, subject to the Minimum Royalty (See Note 1)	See Note 1	See Note 1
Marketing Contribution	Up to 2% of Gross Revenues	Same as Royalty Fee, on demand	See Note 2
Transfer Fee	15% to 100% of the Initial Franchise Fee	At time of transfer	See Note 3

Type of Fee	Amount	Due Date	Remarks
Audit Fee	2% interest per month on unpaid amount and our cost of audit	On demand, after audit	See Note 4
Taxes	Amount required to reimburse us for certain taxes imposed on payments to us	On demand	See Note 5
Interest on Overdue Payments	18% per year on underpayment (See Note 6)	On demand	Only due if there are any past due payments to us, measured from the payment was originally due until it was actually paid
Product Evaluation Fee	The reasonable cost of inspection, as well as the actual cost of the test	On demand	See Note 7
Inspection Fee	Our costs and expenses of correcting uncured deficiencies from inspections	On demand, after inspection	See Note 8
Costs and Attorneys' Fees	Will vary under circumstances	Upon demand	Only due if you default under the Franchise Agreement, you must reimburse us for our expenses (including reasonable attorneys' fees) in enforcing or terminating the Franchise Agreement. Also, if you enter into a Promissory Note and we bring an action to enforce payment, you must reimburse our reasonable attorneys' fees and costs.

Type of Fee	Amount	Due Date	Remarks
Securities Offering Fee	\$10,000 or our actual expenses, whichever is greater	Upon demand	Only due if you engage in a securities offering, you must reimburse us for our reasonable costs and expenses (including legal and accounting fees) to evaluate your proposed offering and you also must indemnify us (see above).
Replacement and additional Training	Up to \$400 per day	Upon receipt of additional training, if applicable	See Note 9
Insurance	\$2,000 - \$5,000	On demand	See Note 10
Technology Fee	\$350 for the first user and \$275 for each additional user	Monthly	See Note 11
Book of Business Valuations	\$1,000 per valuation	On demand, before valuation	See Note 12
Relocation Fee	\$500	At the time you request relocation of the Franchised Business	See Note 13

Notes:

Except as otherwise described, all fees are imposed by and payable to us and are uniformly applied to new franchisees (however, in some instances in which it is appropriate to do so, we may waive some or all of these fees for a particular franchisee). We reserve the right to change the terms in the future for later franchisees. All fees are non-refundable.

1. We will receive all Commissions (defined below) from insurance carriers. We will receive all Premiums, Policy Fees and Agency Fees (as each of those terms are defined below) on your behalf. In the event that any Premiums, Policy Fees, or Agency Fees are received directly by you, these funds must be forwarded to us within 24 hours of receipt. Beginning on the date you begin operations under the Franchise Agreement (the “**Commencement Date**”), we will remit to you Net Revenues on a monthly basis. The following terms have the following meanings:

“**Agency Fees**” means fees that are charged by you for issuing a new policy pursuant to the Manual.

“**Commission**” means the fees paid in cash to us, by insurance carriers as a percentage of the Premiums generated by insurance policies sold by the Franchised Business, on all new and renewal policies.

"Gross Revenues" means the amount of Commissions and Agency Fees received, net of reversals of Commissions for policy cancellations or policy changes and net of Agency Fee refunds, for insurance services provided by the Franchised Business; Gross Revenues does not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any insurance carrier.

"Minimum Royalty" means a minimum monthly Royalty Fee payment, beginning six months after the Commencement Date, in the following amounts:

Number of Months following the Commencement Date	Amount of Monthly Minimum Royalty
6 to 18	\$600
19 and for the remainder of the term of the Franchise Agreement	\$1,000

"Month" means a calendar month or such other four to five week period that we may designate (provided that there will not be more than 13 "Months" during any year).

"Net Revenues" means Gross Revenues net of all amounts due to us under the Franchise Agreement, including Royalty Fees, Marketing Contributions (if applicable), Technology Fees, and payments due to us under the Promissory Note (if applicable).

"Premiums" means fees that are paid to the insurance carrier for insurance coverage.

"Policy Fees" means fees to be paid to the insurance carrier for the issuance of a policy.

The **"Royalty Fee"** will be the following amounts: *(a)* the greater of (i) 20% of Gross Revenues on insurance policies in their initial term, or (ii) the Minimum Royalty (defined below); and *(b)* 50% of Gross Revenues on policies in their renewal terms and policies written for existing customers on the same risk profile within a one-year period of the cancellation of their existing policy (also known as **"re-writes"**).

The **"Technology Fee"** will be an amount necessary to reimburse us for our costs of providing required software to you. The Technology Fee may vary during the term of this Agreement, and we have the right to adjust the amount of the Technology Fee to account for our increased or decreased costs, separate from the Index. See Note 11 below.

Once a Month, the insurance carriers will send a commission report and Commissions earned by you, to us. On the 25th day of each Month, unless the Franchise Agreement has been terminated for any reason, we will pay to you the Net Revenues for all policies identified in a commission detail report that we receive from the insurance carrier. If the Franchise Agreement has been terminated, then you are no longer entitled to the Net Revenues regardless of when the Commissions were earned. Please note that we expect each insurance carrier to submit commission detail reports on a Monthly basis for all policies written during the preceding Month by no later than the 20th day of the subsequent Month. But, if a carrier does not provide us with a commission

detail report (and the applicable Commission) by the 20th day of the Month, or if a policy is not identified in the commission detail report we receive, you will not receive the Net Revenues for those policies until the insurance carrier provides us with the appropriate report and/or Commissions. We may delay or withhold payment of Net Revenues — on a policy by policy basis — for any policy for which you fail to observe the risk management procedures we prescribe in the Manual, including that you obtain a signed application from the customer and provide all required documentation. If we review your accounting and client records and find that you have not forwarded to us any Premiums, Policy Fees and/or Agency Fees that you collect, then we may pay the appropriate Premiums and Policy Fees to the insurance carrier. You will be responsible for reimbursing us for those amounts and the applicable Agency Fees, in addition to paying a fee to us to cover our reasonable expenses in processing those payments and interest on those amounts, at the rate of 2% per Month, or if less, the maximum rate permitted by law. We have the right to set-off as part of Net Revenues any amounts you owe to us.

2. We do not currently, but have the right to require you to make a Marketing Contribution. If we require you to make a Marketing Contribution, we will have the right to allocate the Marketing Contribution in the proportion that we designate among the following:

- the System wide marketing and promotional fund (the “**Brand Fund**”); and
- local marketing, which we may allocate between: (a) any regional marketing fund established for your area (a “**Regional Fund**”); and (b) funds that you will spend on local marketing and promotion.

See Item 11 for more information.

3. If you or any person holding an interest in the Franchised Business of the Franchise Agreement wishes to transfer 5% or more of the outstanding interest in the Franchise Agreement, in the entity operating the Franchised Business or in the Franchised Business, we may require you to pay us a fee as a condition of transfer. This transfer fee will be 15% of the Initial Franchise Fee if the transfer is to another franchisee currently operating within the System with a manager that has successfully completed all training programs then in effect. If you complete a transfer to an individual or entity not currently operating within the System, then the transfer fee shall be 100% of the Initial Franchise Fee. This fee is necessary to reimburse us for our reasonable costs and expenses associated with reviewing the application to transfer, including legal and accounting fees, and training the new franchisee. You are not required to pay to us a transfer fee (although you must reimburse us for the legal and accounting costs and expenses we incur) for the following transfers: (a) for the convenience of ownership, (b) to members of transferor’s immediate family, or (c) to an individual employed by you in connection with the Franchised Business for at least 24 consecutive months before the transfer. The waiver of a transfer fee for certain transfers does not waive any other requirements for transferees, including the fact that all transferees must be approved and meet our standards.

4. If an independent audit of your books reveals an underpayment of monies owed to us, you must immediately pay to us the amount underpaid plus interest on this underpaid amount at the rate of 2% per month (or, if less, the maximum rate permitted by law) from the date the amount was due, and for the costs and expenses of the audit. We do not expect the costs of any audit to exceed \$10,000.

5. You must pay to us an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on us with respect to any payments you make to us, unless the tax is credited against income tax otherwise payable by us.

6. If any payment is received by us more than 15 days past due, you must pay to us immediately upon demand, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of 2% per month, or if less, the maximum rate permitted by law.

7. If you want to buy or sell any products (including but not limited to insurance products), services or any item from an unapproved carrier, vendor, or supplier, then you must first submit a written request to us asking for our prior written approval. We have the right to require that our representatives be permitted to inspect and vet the product, software, or service. You (or the carrier, vendor, or supplier) may be required to pay a charge, not to exceed the reasonable cost of the inspection and the vetting, as well as the actual cost of any tests. See Item 8.

8. If, as a result of a site-visit, on-site review or consultation, any deficiencies related to the Franchised Business are identified, you must correct the deficiency within a reasonable time as we may designate in writing. If you fail to correct the deficiencies in a manner satisfactory to us, we may take any action as is necessary to correct the deficiency and you must reimburse us on demand for our reasonable costs and expenses in connection with this action including, but not limited to, the costs for completing the inspection and correcting the deficiencies. We do not expect any inspection costs to exceed \$5,000.

9. If you (or your Operating Principal, defined below) or your Manager (defined below) cease active management or employment at the Franchised Business, then you must enroll a qualified replacement in our initial training program within thirty 30 days. We may also require that your Operating Principal, Managers, Producers and employees attend such additional courses, seminars, and other training programs as we may reasonably require periodically, for which we may charge this fee. This fee is in addition to costs that you may incur in completing required training at our headquarters (e.g. lodging, meals, transportation).

10. You must purchase Commercial General Liability Insurance and Professional Liability (Errors & Omissions) Insurance. You must also purchase the following types of insurance if applicable: Business Automobile Liability Insurance (if your agency owns a vehicle), Employer's Liability and Worker's Compensation Insurance (if you hire an employee), Umbrella Liability Insurance (if you right commercial insurance), and Cyber Risk Insurance (if a group policy is available through Goosehead). You may purchase some or all of these through TWG or from any approved carrier. We may require you to obtain additional insurance in the future. Please refer to the Manual for more details on our current insurance requirements. You are not required to buy any of these types of insurance through TWG, but you may elect to do so. The estimate in the chart represents the full premium payments for the first year for all insurance policies currently required. Please see Item 7, Note 6 for more information on the types of insurance and coverage amounts.

11. You will pay to us a monthly "**Technology Fee**" of \$350 for the first user and \$275 for each additional user, to use the "Salesforce.com" customized software, Goosehead's proprietary comparative rater, "EZLynx" software, and/or other comparative rater software that we require, Microsoft Office (or similar product), e-mail accounts, webpage maintenance, spam filter and virus protection. This fee will also include access to our helpdesk, which is open 24 hours a day, 7 days a week, for assistance with network, PC/laptop, printer and mobile device issues. The amount of this fee is expected to increase each year based on the cost of additional software and processes made available to you. Please see Item 11 for more information on the computer and software requirements.

12. If you ask us to prepare a valuation of your franchise for any reason (for example, in preparation for transferring or selling your franchise), we may require you to pay us a fee of \$1,000. This fee must be paid before we begin preparation of the valuation to compensate us for our costs and expenses associated with conducting an analysis and valuation of your franchise. Any valuations we prepare for you are intended to be informational only and only one component of your analysis of the value of your franchise. You are ultimately responsible for determining the value of your own business.

13. You may not relocate the Franchised Business without our prior written consent. Any proposed relocation will be subject to our review of the proposed new site under our then-current standards for site selection, and we will also have the right to take into consideration any commitments we have given to other franchisees, licensees, landlords, and other parties relating to the proximity of a new Goosehead Business to their establishment. You must pay this fee at the time you request the relocation of the Franchised Business.

14. We have the right to adjust, for inflation, all fixed-dollar amounts under the Franchise Agreement (except for the Initial Franchise Fee) once a year to reflect changes in the Index from the year in which you signed the Franchise Agreement. The term "**Index**" means the Consumer Price Index (1982-84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics ("**BLS**"). If the BLS no longer publishes the Index, then we will have the right to designate a reasonable alternative measure of inflation.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(Please review this table together with the notes that follow)

Expenditure Type	Amount-Low	Amount-High	Method of Payment	When Due	To Whom Payment is to be made
Initial Franchise Fee (Note 1)	\$25,000	\$60,000	Single payment or monthly installments	Upon signing of Agreement and before attending training	Us
Lease, Improvements, Furniture, Fixtures, Utilities (Note 2)	\$2,000	\$6,000	As arranged	Before opening	Landlord, Vendors, Utility Providers
Rent (Note 3)	\$1,000	\$4,000	As arranged	As arranged	Landlord
Signage and Media (Note 4)	\$500	\$2,500	As arranged	Before opening	Us, Vendors
Office Equipment and Startup Supplies (Note 5)	\$3,000	\$6,000	As arranged	Before opening, 1 st day of the month after opening	Us, Vendors
Insurance (Note 6)	\$2,000	\$5,000	As arranged	As incurred	Us, Vendors
Licenses (Note 7)	\$500	\$1,000	As arranged	According to statute or ordinance	Government Agencies
Professional Fees (Note 8)	\$1,000	\$5,000	As arranged	As arranged	Vendor
Training Expenses (Note 9)	\$500	\$7,000	As arranged	Before opening	Vendors
Additional Funds – 3 months (Note 10)	\$6,000	\$20,000	As arranged	As incurred	Employees, Vendors, Suppliers
TOTALS	\$41,000	\$116,500			

Notes:

1. The Initial Franchise Fee will range between \$25,000 and \$60,000. Because the Initial Franchise Fee may be paid with a down payment of \$10,000 and then 60 months of monthly installments, the minimum amount of cash needed for the Initial Franchise Fee to commence operations (and for the first three months) is \$10,000. See Item 5 for more details.
2. We expect that you will lease commercial or retail office space. Depending on space availability and your landlord, you may need to arrange for improvements to the premises, the cost of which you may pay for up front or in the form of an increased rental rate. You will need to acquire general office furniture and fixtures. You will also need to arrange for the installation and hook-up of all utilities, including phone and Internet.
3. We expect that you will lease 200 to 1,200 square feet of office space, storage and sufficient parking. We expect that your monthly cost of rent will be between \$500 and \$2,000, but may be higher or lower. The cost of leasing a site can vary considerably depending upon such factors as location, size, and the local real estate market. For example, we expect that most franchisees will obtain their own office space of about 500 to 1,000 square feet and in that event, we expect the rent costs would be in the high end of the range provided. Under appropriate circumstances, a franchisee may sublet as little as 200 square feet of space from another business (like a mortgage company or a real estate brokerage) with whom the franchisee may have or may develop a referral relationship. In that case, we expect the rent costs would be in the low end of the range. The estimate in the chart includes a security deposit and your first month's rent payment for a total of two months' rent.
4. You must purchase signs and branded merchandise as we deem appropriate. If you operate a retail location, you will also be required to purchase external signage and your costs will be at the higher end of the range. If you do not operate a retail location, you are only required to purchase internal signage and your cost should be between \$500 and \$1,000.
5. Your equipment and startup supplies include a computer and certain general office or business software. Your computer must have a secure, continuous connection to the Internet. You will also need other office equipment, including a desk, color printer, phone and backup drive. You should also have a cell phone and a land line. You will pay a monthly fee to us of \$350 for the first user and \$275 for each additional user, to use the "Salesforce.com" customized software, the "EZLynx" and/or other comparative rating software, Microsoft Office, Adobe Acrobat, e-mail accounts, spam filter and virus protection. This fee will also include access to our helpdesk, which is open 24 hours a day, 7 days a week, for assistance with network, PC/laptop, printer and mobile device issues. The estimate above includes one month's payment of the computer and support fee for 1 user. If you have more than 1 user, your costs will be higher. Other than the computer and support fee, all fees for office equipment and startup supplies must be paid before opening. The first payment of the Technology Fee will be due to us on the first day of the month which may fall either on the day your Franchised Business opens, or after your Franchised Business opens. You should expect the amount of this Technology Fee to increase each year based on the cost of additional software and processes made available to you. The estimates in the chart reflect the

costs for 1 to 2 computers/computer users; if you need more your costs may be higher. Please see Item 11 for more information on the computer and software requirements.

6. You must obtain certain insurance, as we determine necessary. Currently, we require the following coverages: Commercial General Liability Insurance, (minimum of \$1,000,000 per occurrence and \$1,000,000 general aggregate per location) and Professional Liability (Errors & Omissions) Insurance (minimum of \$1,000,000 of coverage for every \$5,000,000 of annual written premium by you with a floor of \$1,000,000 of coverage and a maximum deductible of \$15,000 allowed).

We may also require you to obtain the following types of insurance: Business Automobile Liability Insurance covering all owned, non-owned, and hired automobiles; Employer's Liability and Worker's Compensation Insurance; Umbrella Liability; Property Insurance; and data theft and/or Cyber Risk Insurance.

You may choose to obtain some or all of the required insurance policies through TWG, but you are not required to obtain any through TWG. From time to time we may expand the insurance requirements and your coverage amounts. Please refer to the Manual for more details on our current insurance requirements. The estimate in the chart represents all premium payments for one year for all insurance policies currently required.

7. You must obtain a general business license, if applicable in your state. You will also need to obtain a license to sell insurance for your state and any other states for which you may issue or service insurance policies. Some states may require multiple licenses for different types of insurance. Consult your attorney regarding requirements in your state.

8. You may wish to engage a lawyer or an accountant to assist you in the review of this offering, the purchase of the franchise, forming a legal entity or in obtaining any necessary permits or licenses. Your costs may be higher if you wish for your advisor to be heavily involved in the start-up process.

9. You will not be required to pay any fees to attend our initial training program, but you will be responsible for all travel and living expenses which you, your Manager and any of your Producers incur and for your employees' wages while they are training. The costs will vary depending on the distance (if any) traveled, choice of accommodations and travel arrangements, and other similar factors. See Item 11 for more information on the training programs we offer.

10. This estimate includes your start-up expenses during your first three months of operation. These expenses include out-of-pocket expenses, like payroll taxes and expenses, royalty and other fees collected by us, rent, repairs and maintenance, advertising and marketing expenses, bank charges, state taxes, depreciation/amortization and other miscellaneous items. This range does not include an estimate of your (or your Manager's) salary. If you intend to draw a salary (or if you wish to employ a Manager who is not you) during the initial phase of business, you should modify these estimates accordingly. Your costs may be more or less depending on your management skill, experience and business acumen, local economic conditions, whether you have previously

operated as an insurance brokerage (and already have some of the items described in this Item) and your actual sales.

In formulating these estimates, we have relied on information provided to us by our franchisees who began operating before the date of this Disclosure Document, our experience and TWG's experience in the insurance services industry, and our officers' and directors' experience in the insurance services industry. All expenses paid to us or our affiliates are non-refundable. We will not finance any part of the initial investment other than the payment plan for the Initial Franchise Fee as described in Item 5. You should review these figures with a business advisor before making any decision to purchase a franchise.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Insurance Products and Appointed Carriers

You may only offer for sale insurance products and services that conform to our specifications and quality standards ("**Approved Insurance Products**") and are on behalf of insurance carriers and brokers that we make available to you through our appointment process ("**Approved Carriers**"). You are required to only sell the Approved Insurance Products through the Approved Carriers that we designate. We may modify the list of Approved Insurance Products or Approved Carriers in the Manual or otherwise in writing from time to time. After notice of any such modification, you may not sell any insurance products from any insurance carrier or broker which is no longer approved. Some Approved Carriers may pay us contingency payments based on certain criteria negotiated directly with each Approved Carrier. Additionally, some Approved Carriers may periodically offer other incentives which will be paid to or received by us. We expect generally to retain these contingency payments and incentives, but we may elect to pass them on to Franchised Businesses from time to time. Our Approved Carriers will set the premium price for each Approved Insurance Product, and we will set the maximum amount of Agency Fees. Generally, you will be able to sell personal lines, property and casualty insurance and in some cases small commercial property and casualty insurance and life insurance through Approved Carriers. For you to sell small commercial property and casualty or life insurance, you must be licensed to do so. Initially you may not write commercial lines of insurance, but you may request that we allow you to do so. If we approve your request, you must first successfully complete a separate training course.

You may not offer for sale any insurance products or services that we have prohibited you from selling ("**Prohibited Insurance Products**"). Any insurance products or services sold without our consent or through insurance carriers or brokers not appointed by us, whether through excess and surplus lines insurance companies or through admitted insurance companies, will be considered Prohibited Insurance Products. We may periodically update the products or services that are Prohibited Insurance Products. If you use or sell any Prohibited Insurance Products, it is grounds for termination of your Franchise Agreement.

If you propose to use or sell any insurance products or services on behalf of a carrier or broker that is not an Approved Insurance Product through an Approved Carrier, then you first must submit to us a written request asking for our approval to do so. You may not sell insurance products or services on behalf of a new insurance carrier or broker or sell unapproved insurance products or services from an Approved Carrier, until we have reviewed and, if we think it is appropriate, approved in writing the proposed new insurance product or service or the proposed new insurance carrier or broker. Among other things, we will have the right to require that our representatives be permitted to investigate the new insurance product or service, interview the new insurance carrier or broker, inspect its financials (as needed), investigate and interview references, and otherwise analyze the need for the desired insurance product, service, carrier, or broker. Either you or the proposed new insurance carrier or broker may be required to pay us a charge (which will not exceed the reasonable and actual cost of the interviews, investigations, and analyses). Depending upon the type of insurance product or service for which approval is sought, or for which a new approved insurance carrier or broker is proposed, we anticipate providing our response to the request within four to twelve weeks after receipt of the request and the accompanying information. We also may require that the proposed new insurance carrier or broker comply with certain other requirements that we deem appropriate. We reserve the right, at our option, to periodically re-inspect or re-analyze any Approved Insurance Product or any Approved Carrier and to revoke our approval if the insurance product or service or the insurance carrier or broker does not continue to meet any of our then current criteria or standards. We do not generally make our criteria for approval of insurance products, services, carriers, or brokers available to you, but we may elect to do so if you ask. We may impose limits on the number of Approved Insurance Products and Approved Carriers. We may revoke our approval of an Approved Insurance Product or Approved Carrier at our sole discretion at any time and for any reason by providing you written notice or through a change to the Manual.

TWG is an Approved Carrier for certain insurance products which you may be required to maintain for your business (e.g. Professional Liability (Errors and Omissions) Insurance). Some of our officers own an interest in TWG. Those officers are Mark Jones, Robyn Jones, Michael Colby, Michael Moxley, Drew Burks, Mark Colby, Gary Delavan, Megan Bailey, Matthew Colby, and Ryan Langston. As discussed in Item 6 and Item 7, you are required to obtain specific types of insurance for the Franchised Business at minimum levels of coverage. You may obtain these types of insurance through TWG. If you elect to purchase any of these types of insurance through TWG, your payment for this insurance will be payable to us and will be taken out of your Net Revenues. We will then remit your premium payment and any other applicable fees to the appropriate insurance carrier. We expect that your cost for the minimum levels of insurance for the first year will be between \$2,000 and \$5,000.

Approved Non-Insurance Products and Services

We may require that you purchase any non-insurance products or services used in the operation of the Franchised Business ("**Approved Products and Services**") only from suppliers, manufacturers, and brokers approved by us and/or our affiliates ("**Approved Suppliers**"). You may be required to use and/or offer for sale any of the Approved Products and Services that we designate. We (including our affiliates) and our Approved Suppliers may be the sole Approved Supplier for any of the Approved Products and Services. We may modify the list of Approved

Products and Services and/or Approved Suppliers in the Manual or otherwise in writing from time to time. After notice of such modification, you may not purchase any products or services from any supplier, manufacturer, or broker, which is no longer approved.

You may not use and/or offer for sale products or services which we have prohibited you from using and/or selling ("**Prohibited Products and Services**"). Prohibited Products and Services will include selling any services or products other than Approved Products and Services through Approved Suppliers. We may update the definition of Prohibited Products and Services from time to time. If you use or sell any Prohibited Products or Services, it is grounds for termination of your Franchise Agreement.

If you propose to use or sell any products or services or purchase services or products from a supplier, manufacturer, or broker that is not approved by us and is not an Approved Product and Services, you first must submit to us a written request asking for our approval to do so. You may not purchase or use any products or services from any proposed new supplier, manufacturer, or broker until we have reviewed and, if we think it is appropriate, approved in writing the proposed new supplier, manufacturer, or broker. Among other things, we will have the right to require that our representatives be permitted to interview the new supplier, manufacturer, or broker, inspect its financials (as needed), investigate and interview references, and otherwise analyze the need for the desired service or product. Either you or the proposed new supplier, manufacturer, or broker, may be required to pay us a charge (which will not exceed the reasonable and actual cost of the interviews, investigations, and analyses). Depending upon the type of product or service for which approval is sought, or for which a new approved supplier, manufacturer, or broker is proposed, we anticipate providing our response to the request within four to eight weeks after receipt of the request and the accompanying information. We also may require that the proposed new supplier, manufacturer, or broker comply with certain other requirements that we may deem appropriate. We reserve the right, at our option, to periodically re-inspect or re-analyze any approved supplier, manufacturer, or broker and to revoke our approval if the supplier, manufacturer and broker does not continue to meet any of our then current criteria or standards. We do not generally make our criteria for approval of suppliers, manufacturers, or brokers available to you, but we may elect to do so if you ask. We may impose limits on the number of Approved Suppliers and/or Approved Products and Services, including designating us or an affiliate as the sole Approved Supplier. We may revoke our approval of a product or service, or supplier, manufacturer, or broker at our sole discretion at any time and for any reason by providing you written notice or through a change to the Manual.

You must use the "Salesforce.com" customized software and the comparative rating software that we require, as described in Item 11.

We received no revenues on account of franchisee purchases in the last fiscal year. We estimate that purchases you make from us or our affiliates (e.g. insurance for your franchise business, technology fees, etc.) will represent approximately 10% of your costs to establish the Franchised Business and approximately 10% of your ongoing expenses in operating the Franchised Business.

We anticipate that we will negotiate purchasing or service arrangements from time to time with suppliers for the benefit of our franchisees. We expect, but do not guarantee, that those purchasing

arrangements will allow you to obtain certain products, supplies, and services at a lower price than if you were to purchase them individually. We do not otherwise provide material benefits to you for purchasing from designated or approved sources. Also, we may be compensated by suppliers based on franchisee purchases. In some cases, suppliers may pay us a percentage of the total purchases made by franchisees to be used in the marketing of the supplier's brand at or through the Franchised Businesses. Some suppliers may pay us a cash rebate based on franchisee purchases. We expect generally to retain these rebates, but we may elect to pass them on to Franchised Businesses from time to time. In some cases, we may purchase products and supplies from a supplier at a volume discount and re-sell these products and supplies to you. If we re-sell products and supplies to you, we may require that you pay us more than we paid for those products and supplies in consideration for our administrative expenses incurred in arranging for bulk sales and volume discounts or for warehousing or distributing those products and supplies to you.

Currently, there are no purchasing or distribution cooperatives in existence for the Goosehead Insurance system, but we may elect to establish them.

Except as described above, neither we, nor any affiliates are approved suppliers for any products.

ITEM 9 **FRANCHISEE'S OBLIGATIONS**

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§§ 1.2, 5 and Site Selection Addendum	8 and 11
b. Pre-opening purchases	§5	5, 7, and 8
c. Site development and other pre-opening requirements	§§ 3.2, 5.2, 5.4 and 5.5	8 and 11
d. Initial and ongoing training	§§ 3.1 and 6	11
e. Opening	§§ 3.3, 3.7, 5.1, 5.7 and 8.2	11
f. Fees	§§ 4, 13.1 and 16.5.9	5 and 6
g. Compliance with standards and policies/operating manual	§§ 1.4, 3.4, 5, 7, 8.4, and 10	1, 8, 11, and 14
h. Trademarks and proprietary information	§§ 1.1 and 9	13 and 14
i. Restrictions on products/services offered	§§ 1.5 and 7	5, 8, and 16
j. Warranty and customer service requirements	§ 8.3.2	Not applicable
k. Territorial development and sales quotas	§ 1.3	12

Obligation	Section in agreement	Disclosure document item
l. Ongoing product/service purchases	§ 7	8
m. Maintenance, appearance, and remodeling requirements	§§ 5 and 8.8	8
n. Insurance	§15	7 and 8
o. Advertising	§§ 3.5, 3.6 and 13	6 and 11
p. Indemnification	§ 21 and Ex. A	Not applicable
q. Owner's participation/management/staffing	§ 8.3	15
r. Records and reports	§§ 4.3, 12 and 15.7	6
s. Inspection and audits	§§ 3.7, 8.11 and 12	6 and 11
t. Transfer	§§8.10, 16 and 19.5	17
u. Renewal	§ 2.2	17
v. Post-termination obligations	§§ 11.1.1, 12.1.2, 18 and 19.5	17
w. Non-competition covenants	§ 19	17
x. Dispute resolution	§ 27	17
y. Taxes/permits	§§ 5.5, 5.6 and 20	1
z. Other: Guarantee of franchisee obligations	§ 6.1.1 and Ex. A	15

ITEM 10 **FINANCING**

As described in Item 5, we offer you the option under the terms of the Franchise Agreement to pay a portion of the Initial Franchise Fee in 60 equal monthly installments, beginning on the first day of the sixth month after you complete training, pursuant to the Promissory Note. If you elect to pay that portion of your Initial Franchise Fee over time, the amount of the Promissory Note will be either \$50,000 or \$30,000, depending on whether your Franchised Business is to be located in Texas, as explained in Item 5. The form of Promissory Note is attached to the Franchise Agreement as Exhibit F.

The Promissory Note contains the following terms:

Promissory Note					
Interest Rate	Annual Percentage Rate (APR)	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral
0%*	.0%	60 months	None	None	None
* However, if any scheduled payment under the Promissory Note is not paid when due, then in addition to the payment you must also pay interest in the amount of 1½% per month (or the maximum rate per month).					

Payments under the Promissory Note must be made monthly for the entire term of the note.

The lender under the Promissory Note, as noted above, will either be us or our affiliate. The lender under the Promissory Note will not take a security interest in the assets of the Franchised Business in order to secure your obligation to pay the lender under the Promissory Note.

If you are a sole proprietorship, then no one other than you is required to personally guarantee the obligation of the borrower under the Promissory Note. If you are a legal entity, then each of your owners must personally guarantee the Promissory Note. The Promissory Note may be pre-paid without prepayment penalty.

If you default under the Promissory Note, the lender (us or our affiliate) may declare the entire unpaid principal balance on the Note (and any accrued unpaid interest) immediately due, without notice, and then you must immediately pay that amount. The lender may hire or pay someone else to help collect on the Promissory Note if you do not pay, and you must also pay the lender the amount of these costs and expenses, which includes, subject to any limits under applicable law, lender's reasonable attorneys' fees and legal expenses and court costs. Failure to pay the Promissory Note may lead to the termination of the Franchise Agreement.

The lender, under the Promissory Note, can assign the Promissory Note to a third party upon written notice to you. It is not the lender's practice or intent to sell, assign, or discount to a third party all or part of the financing under the Promissory Note. We and our affiliates do not receive direct or indirect payments for placement of financing under the Promissory Note.

To the extent allowed by law, you waive presentment, demand for payment, protest and notice of dishonor under the Promissory Note. You also waive any right to a jury trial with respect to any litigation regarding the Promissory Note, subject to applicable state law. Otherwise, the Promissory Note does not require you to waive defenses or other legal rights.

You should carefully review all of the terms of the Promissory Note with an attorney to make sure that you understand all of its provisions.

Except as described above, we do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER
SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your Franchised Business, we:

- (1) Will provide to you the training programs that we designate. Our training programs will be conducted in the English language. We will be responsible for the cost of instruction and materials for your Operating Principal or Manager. (*Franchise Agreement, Sections 3.1 and 6.2*)
- (2) May provide our standards and specifications for the furnishings, equipment, and signs of a Goosehead Business. (*Franchise Agreement, Section 3.2*)
- (3) Will provide such on-site pre-opening and opening supervision and assistance that we think is advisable, and as may be described in the Manual. (*Franchise Agreement, Section 3.3*)
- (4) May evaluate the Franchised Business and its location before it first opens for business. You may not open the Franchised Business or otherwise start operations until you or your Manager have successfully completed training and you have received our prior written approval. (*Franchise Agreement, Section 3.7*)
- (5) Will provide you, on loan, with one copy of the confidential operations manual (the "**Manual**"), which we will have the right to provide in any format we choose (which may include paper, physical media such as a CD, or online). (*Franchise Agreement, Section 3.4*)

Continuing Obligations

We are required by the Franchise Agreement to provide certain assistance and service to you.

During the operation of your Franchised Business:

- (1) We will provide you periodic assistance in the marketing, management, and operation of the Franchised Business at the times and in the manner that we determine. We may periodically offer you the services of certain of our representatives, such as a representative from agent support, and these representatives may periodically visit your Franchised Business and offer advice regarding your operations. (*Franchise Agreement, Section 3.8*)

- (2) We will provide ongoing training that we periodically deem appropriate, at such places and times that we deem proper. (*Franchise Agreement, Section 6.3*)
- (3) We will have the right to approve or disapprove all marketing and promotional materials that you propose to use. (*Franchise Agreement, Section 3.5*)
- (4) We have the right to administer the Brand Fund as stated in the Franchise Agreement and as described below in this Item 11. (*Franchise Agreement, Section 3.6*)
- (5) We will provide you on the 25th day of each month with a detailed report of Commissions and Agency Fees received on your behalf for insurance policies written in the preceding calendar months. In order to provide you with this report, we must receive a commission detail report from the carrier by the 20th day of the month, for policies you wrote during the preceding month. The report will only include Commissions and Agency Fees related to policies properly recorded in our agency management system as prescribed in the Manual. (*Franchise Agreement, Section 3.9*)
- (6) We will maintain a service center, staffed by licensed insurance agents, for the purpose of providing centralized customer service for all businesses operating under the System and the Proprietary Marks. The service center's hours will be at least between 8 a.m. and 5 p.m. Central Time, Monday through Friday (excluding holidays). You must comply with any rules and regulations adopted by us (in the Manual or otherwise) regarding the service center. (*Franchise Agreement, Section 3.10*)

Neither the Franchise Agreement, nor any other agreement, requires us to provide any other assistance or services to you during the operation of the Franchised Business.

Site Selection

When you enter into the Franchise Agreement, you must sign a site selection addendum attached to the Franchise Agreement as Exhibit E (the "**Site Selection Addendum**"). Under the terms of the Site Selection Addendum, you will have 90 days within which to lease, sublease or acquire a site for the Franchised Business, subject to our approval according to our site selection guidelines.

Under the Site Selection Addendum, we will grant you an area within which you may search for an Approved Location (the "**Site Selection Area**"). The Site Selection Area is granted only for the purpose of selecting an Approved Location for the Franchised Business.

We will provide you with our site selection guidelines, including our minimum standards for a location for the Franchised Business, and such site selection counseling and assistance as we may deem advisable. If we deem an on-site evaluation to be necessary and appropriate, then we may conduct up to two on-site evaluations at our cost and expense. If we perform any additional on-site evaluations, you must reimburse us, as applicable, for all reasonable expenses that we incur in

connection with providing such on-site evaluation, including, without limitation, the cost of travel, lodging and meals.

You must submit to us, in the form we specify, a copy of the site plan and such other materials or information that we may require, together with an option contract, letter of intent, or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We will have 30 days following receipt of this information and materials from you to approve or disapprove the proposed site for the Approved Location of the Franchised Business. If we do not approve a proposed site by written notice to you within this 30-day period, the site will be deemed disapproved.

When considering a site for a Goosehead Business, we consider factors such as general location and neighborhood; demographics; size and ease of access to the proposed site; location of the site in relation to other businesses; availability of utilities; the proposed lease or sublease; ingress and egress; utilities; and zoning issues. We will make our site-selection criteria available to you upon request.

If you fail to acquire or lease a site for the Franchised Business under the Site Selection Addendum within the time required, then that will constitute a default under the Franchise Agreement and we will have the right to terminate the Franchise Agreement.

Once authorized, the site for the Franchised Business will be the "Approved Location." Before the end of the term of the Site Selection Addendum, you must execute a lease which must be coterminous with the Franchise Agreement, or a binding agreement to purchase the site, and provide a copy of the lease to us.

We require you to open your Franchised Business within six months from the date we sign the Franchise Agreement. The average time between signing and opening during the last fiscal year was approximately three months. Factors which may affect this time period include your ability to secure financing, obtain necessary permits and licenses, construct or build-out facilities for the Franchised Business, deal with weather conditions and construction delays, and obtain furniture, fixtures, equipment and supplies. We expect that most franchisees will open their Franchised Businesses within two to four months of signing the Franchise Agreement.

Training

If you are a corporation, partnership or LLC, you must have an individual owner serve as your "**Operating Principal**." The Operating Principal must supervise the operation of the Franchised Business and must own at least 5% of the voting and ownership interests in the franchisee entity. You must inform us in writing whether the Operating Principal will assume full-time responsibility for the daily supervision and operation of the Franchised Business. If the Operating Principal will not supervise the Franchised Business on a full-time and daily basis, you must employ a full-time Franchised Business manager (a "**Manager**") with qualifications reasonably acceptable to us, who will assume responsibility for the daily operation of the Franchised Business.

Before opening your Franchised Business, you (or if you are an entity, your Operating Principal) and your Manager (if you will employ a Manager) must attend and successfully complete, to our satisfaction, the initial training program we offer for Goosehead Business franchisees at our headquarters or another location that we specify. The Franchised Business must at all times be under the active full-time management of either you or the Operating Principal or Manager who has successfully completed (to our satisfaction) our initial training program.

All of your Producers must also attend and complete to our satisfaction, our Producer training program before any Producer is permitted to sell insurance for the Franchised Business or access our database or systems.

If you (or your Operating Principal) or your Manager cease active management or employment at the Franchised Business, then you must enroll a qualified replacement (who must be reasonably acceptable to us to serve in that capacity) in our initial training program within 30 days after the former individual ended his/her full time employment and/or management responsibilities. The replacement must attend and successfully complete the basic management training program, to our reasonable satisfaction, as soon as it is practical to do so (in all cases, the replacement shall successfully complete training within 120 days). You must pay our then-current per diem training charges (up to \$400 per day) for replacement training.

We may require that your Operating Principal, Managers, Producers and employees to periodically attend additional courses, seminars, and other training programs.

We will bear the cost of all initial training (instruction and required materials) of you, your Operating Principal, and your Manager (if applicable) (except for additional and replacement training and web-based training, as noted above and in Item 6). You will bear all other expenses incurred in attending training, such as the costs of transportation, lodging, meals, wages, and worker's compensation insurance (see Items 6 and 7 of this disclosure document).

The subjects covered in the initial training program are described below.

TRAINING PROGRAM

Subjects Taught	Hours of Classroom Training	Hours of On-the-Job Training	Location
Systems Training (Salesforce, Comparative Raters)	10.25	0	Westlake, Texas
Insurance Products & Carriers	13	0	Westlake, Texas and your location
Sales	49.75	0	Westlake, Texas and your location
Risk Management & Quality Control	1	0	Westlake, Texas and your location

Subjects Taught	Hours of Classroom Training	Hours of On-the-Job Training	Location
Customer Service	1	0	Westlake, Texas and your location
Business Administration*	1	0	Westlake, Texas and your location
Marketing	8.5	0	Westlake, Texas and your location
Time Management & Efficiency	1.5	0	Westlake, Texas
Totals	86	0	

If we decide it is appropriate, we may elect to provide some of the training noted in the chart above in an on-the-job environment, but we are not required to do so.

We may require that you, your Manager or your employees attend additional training that we deem necessary. We may consider many factors in determining whether or not to require that you or your employees attend additional training, including: (a) the length of time since your completion of the initial training program, (b) the existence of new procedures, processes or technology in the System or in your service segment, and (c) performance. Subjects covered in any additional training may include, for example: (i) System-wide changes in processes, procedures or offerings, (ii) franchisee-specific or employee-specific trouble-shooting, (iii) safety, (iv) sales and marketing, (v) service, (vi) computer hardware and software, and (vii) financial recordkeeping. Depending on the subject matter to be covered, the number of trainees, the schedules of the trainers and other factors, the standard initial training program and any additional training may be conducted at our home office in Westlake, Texas, at your location or at any other location that we deem appropriate. Additional training, if and when provided, will generally be at least one day and may last up to two weeks. We may elect to perform some training programs at your office or a location near your office. You, your Manager or employees may be required to pay a fee for additional training, and you will be responsible for your travel expenses to attend additional training.

The initial training program is offered one to two times each month. There is approximately one to two weeks of required pre-work to be completed before you attend the two-week on-site training. Training is required for all Agency Principals, Managers, and all producers.

All training will be conducted under the supervision of Matthew Colby, our Vice President. Mr. Colby is identified in Item 2 above, and has over 10 years' experience working for Goosehead and TWG and with the subjects taught. Mr. Colby co-founded TWG's Houston office and owns his own franchised Goosehead Business. Additionally, we have training specialists who will assist with training under the supervision of Mr. Colby.

The instructional materials used in the training program include product guides, reference sheets, operations manual, process flow charts, contact lists and training slide decks.

Marketing

As described in Item 6 above, for each week during the term of the Franchise Agreement, you may be required to make a contribution of up to 2% of the Gross Revenues of the Franchised Business to be allocated in the manner described below (the "**Marketing Contribution**"). We do not currently require our franchisees to make a Marketing Contribution, but we reserve the right to do so in the future. If and when you make the Marketing Contribution, we have the right to allocate the Marketing Contribution, in the proportions we determine, among the Brand Fund, a Regional Fund, or to be retained by you for expenditures on local marketing and promotion.

As noted in Item 6, we will withhold the Marketing Contribution from our monthly payment of Net Revenues to you. Each Company-owned Goosehead Business may, at its discretion, make contributions to the Brand Fund at the same rate as our licensed Goosehead Businesses.

We have not yet established any Regional Funds. We do not have an advertising council composed of franchisees.

None of the amounts that we collect or hold in connection with the Brand Fund or a Regional Fund will be used for marketing that is principally a solicitation for the sale of franchises. We do not receive payment for providing goods or services to the Brand Fund. An accounting of the Brand Fund's operations, as shown on our books, will be prepared annually, and that accounting will be made available to you upon request. The Brand Fund is not audited. As described below, we are not required to spend any particular amount on marketing in the area where your Franchised Business is located.

The Brand Fund

We have not yet formed the Brand Fund, but we may direct Marketing Contributions to the Brand Fund once it is established. We will have sole discretion over how the Brand Fund creates, places, and pays for national marketing. We (or our designee, which might be a corporate subsidiary or a marketing agency) will maintain and administer the Brand Fund, as follows:

- (a) We or our designee will direct all marketing programs, with sole discretion over the concepts, materials, and media used in these programs and the placement and allocation of the programs. The Brand Fund is intended to maximize general public recognition (building the Goosehead Insurance brand), acceptance, and use of the System. Neither we nor our designee are obligated to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Brand Fund.
- (b) The Brand Fund, all contributions, and any earnings, will be used exclusively to meet the costs of marketing and any other activities that we believe will enhance the System's image.

and, in our sole discretion, promote general public awareness of and favorable support for the System.

- (c) All sums you pay to the Brand Fund will be maintained in an account separate from our other monies and will not be used to defray any of our expenses, except for the reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Brand Fund and marketing programs for you and the System (for example, costs of personnel for creating and implementing, advertising, merchandising, promotional and marketing programs). The Brand Fund and its earnings will not otherwise inure to our benefit or be used to solicit the sale of franchises. We or our designee will maintain separate bookkeeping accounts for the Brand Fund.
- (d) The Brand Fund is not and will not be our asset.
- (e) Although the Brand Fund is intended to be of perpetual duration, we maintain the right to terminate the Brand Fund. The Brand Fund will not be terminated, however, until all monies in the Brand Fund have been expended for marketing purposes. If amounts are unspent in the Brand Fund at fiscal year-end, those amounts are carried over by the Brand Fund for expenditure in the following year.

We have not yet formed the Brand Fund, and as a result the Brand Fund did not make any expenditures in our last fiscal year.

Regional Funds

We currently do not have any Regional Funds, however, we will have the right, as we see fit, to establish a Regional Fund for your region. The purpose of a Regional Fund is to conduct marketing campaigns for the Goosehead Businesses located in that region.

If a Regional Fund for your area was established before you began to operate your Franchised Business, then when you open your Franchised Business, you must immediately join that Regional Fund. If a Regional Fund for your area is established after you begin to operate your Franchised Business, then you will have thirty days to join the new Regional Fund. You will not be required to be a member of more than one Regional Fund. The following provisions will apply to each Regional Fund (if and when established):

- (a) Regional Funds will be established, organized, and governed in the form and manner that we have approved in advance. Any governing documents prepared for a Regional Fund to which you belong will be made available for your review. The activities carried on by each Regional Fund shall be decided by a majority vote of its members (unless we specify otherwise in writing). Any Goosehead Businesses that we operate in the region will have the same voting rights, and will contribute in the same manner, as Goosehead Businesses owned by franchisees. The franchisee of each Goosehead Business participating in a Regional Fund is entitled to cast one vote for each Goosehead Business owned.

- (b) Regional Funds will be organized for the exclusive purpose of administering regional marketing programs and developing (subject to our approval) standardized marketing materials for use by the members in regional marketing.
- (c) Regional Funds may not use marketing, advertising, promotional plans, or materials without our prior written approval, as described below.
- (d) Contributions will be made to a Regional Fund through the Marketing Contribution, which we will retain as described in Item 6. We can allocate all or a portion of the Marketing Contribution to the Regional Fund.
- (e) Although, if established, a Regional Fund is intended to be of perpetual duration, we maintain the right to terminate any Regional Fund. A Regional Fund will not be terminated, however, until all monies in that Regional Fund have been expended for marketing purposes.

Local Marketing

Certain criteria will apply to the local marketing that you conduct. All of your local marketing must be professional and dignified, must conform to our standards and requirements, and must be conducted in the media, type, and format that we have approved. You may not use any marketing, advertising, or promotional plans that we have not approved in writing. You must submit to us samples of all proposed plans and materials (unless, within the previous six months, we prepared or already approved the plans or materials). If you email us with your request for approval, along with all needed information, we will ordinarily provide you with our response (whether approval or disapproval) to the proposed plans or materials within three business days; but if we do not give our approval within fifteen days, we will have been deemed to disapprove the plans or materials.

All copyrights in and to marketing, advertising and promotional materials you develop (or that are developed for you) will become our sole property. You must sign the documents (and, if necessary, require your independent contractors to sign the documents) that we deem reasonably necessary to implement this provision. (The requirements in this paragraph, as well as in the previous paragraph, also apply to any Regional Funds.)

We may periodically make available to you certain marketing materials for your use in local advertising and promotion, some of which must be purchased.

As used in the Franchise Agreement, the term “**local marketing**” refers to only the direct costs of purchasing and producing marketing materials (such as camera-ready advertising and point of sale materials), marketing to referral partners, and your direct out-of-pocket expenses related to costs of marketing in your local market or area. Local marketing and promotion also includes postage, shipping, telephone, and photocopying costs. “Marketing” does not, however, include any of the following: (a) salaries, incentives or discounts offered to your employees, and your employees’ expenses; (b) charitable, political, or other contributions or donations; and (c) the value of discounts given to consumers.

Online Sites (as defined below) are considered "marketing" under the Franchise Agreement, and are subject (among other things) to our review and prior written approval before they may be used.

Electronic Point-Of-Sale and Computer Systems

We require our franchisees to purchase a computer system. You must meet our current requirements concerning the Computer System, including: (a) back office and point of sale systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems for use at Goosehead Businesses, between or among Goosehead Businesses, and between and among the Franchised Business, and you, and us; (b) physical, electronic, and other security systems and measures; (c) printers and other peripheral devices (such as digital menu boards); (d) archival back-up systems; (e) internet access mode (such as the telecommunications connection) and speed; and (f) technology used to enhance and evaluate the customer experience (collectively, all of the above are referred to as the "**Computer System**").

We have the right to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System ("**Required Software**"), which you must install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you must install; (c) the tangible media upon which you must record data; and (d) the database file structure of your Computer System.

We rely on suppliers to provide support for the hardware and software and we may require that you enter into service contracts directly with the hardware and software suppliers and pay the suppliers directly for this support.

You must also use the "Salesforce.com" and a comparative rater (e.g. EZLynx) software as we specify. The "Salesforce.com" customized software is a web-based customer relationship management and sales enablement tool that will allow you to track every step of the sales process and, through different integrated aspects of the software, will assist you with client service, document creation, contract procurement, commission accounting, marketing and business reporting. The comparative rater software is a web-based comparative rater that allows you to run quotes across a broad portfolio of insurance carriers with a single data entry point. You will be able to go directly into the carrier's system to refine the quote and issue the policy. We have obtained licenses for you to use these programs. You will pay to us a monthly fee of \$350 for the first user and \$275 for each additional user, to use the "Salesforce.com" customized software, the comparative rater software, e-mail accounts, Microsoft 365, Adobe Acrobat, spam filter and virus protection. This fee will also include access to our helpdesk, which is open 24 hours a day, 7 days a week, for assistance with network, PC/laptop, printer and mobile device issues. The amount of this fee is expected to increase each year based on the cost of additional software and processes made available to you. All upgrades and updates are included in that monthly fee and will be provided by the software company.

We estimate that the cost of purchasing the Computer System and Required Software will typically range from \$0 to \$4,000, depending on what hardware and software you may already have.

The estimated annual cost of Computer System maintenance, support, and upgrades is between \$1,440 and \$5,440 depending on the amount of equipment and services purchased. Neither we nor any of our affiliates have an obligation to provide ongoing maintenance, repairs, upgrades, or updates to your computer hardware or software.

You must be able to access information that is available on the Internet and be able to send and receive email. We may periodically require you to upgrade and update the hardware and software used in connection with the Computer System. There are no contractual limitations on the frequency and cost of these upgrades and updates. We reserve the right to approve your email address or require you to use only an e-mail address that we provide for your Franchised Business' business e-mails.

You must afford us unimpeded independent access to your Computer System in the manner, form, and at the times we may request. We will have the right at any time to retrieve and use this data and information from your Computer System in any manner we deem necessary or desirable.

We have the right to require you to use one or more designated telephone vendors. If we so require, you must use our designated telephone vendors for the phone service to your Franchised Business. We may designate, and own, the telephone numbers for your Franchised Business.

Online Sites

Unless we have otherwise approved in writing, you agree to neither establish nor permit any other party to establish an Online Site relating in any manner whatsoever to your Franchised Business or referring to the Proprietary Marks. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Online Site. The term "**Online Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (e.g., Facebook, Twitter, LinkedIn, YouTube, Google Plus, Pinterest, Instagram, etc.), blogs, vlogs, applications to be installed on mobile devices (for example, iOS or Android apps), and other applications, etc. However, if we approve a separate Online Site for you (which we are not obligated to do), then each of the following provisions will apply: (1) you may neither establish nor use any Online Site without our prior written approval; (2) before establishing any Online Site, you must submit to us, for our prior written approval, a sample of the proposed Online Site, including its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta tags), in the form and manner we may require; (3) you must not use or modify an Online Site without our prior written approval; (4) you must comply with the standards and specifications for Online Sites that we may periodically prescribe in the Manuals or otherwise in writing; (5) if we require, you must establish hyperlinks to our Online Site and other Online Sites; and (6) we may require you to make us the sole administrator (or co-administrator) of any social networking pages that you maintain or that are maintained on your behalf.

Manuals

The table of contents of the Manual is attached as Exhibit G. The total number of pages in the Manual is 83 pages.

ITEM 12 TERRITORY

Each Franchised Business will be operated from a location that we must first approve (the "**Approved Location**"). You may not relocate the Franchised Business from the Approved Location without our written consent. Any proposed relocation will be subject to our review of the proposed new site under our then-current standards for site selection, and we will also have the right to take into consideration any commitments we have given to other franchisees, licensees, landlords, and other parties relating to the proximity of a new Goosehead Business to their establishment. You must pay us a fee in the amount of \$500 at the time you request the relocation of the Franchised Business. See Item 11 for a more detailed description concerning the Approved Location and site selection requirements.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control. We retain the right to conduct any business and sell services and products at any location, including: (a) the right to use, and to license others to use, the System and the Proprietary Marks for the operation of Goosehead Businesses at any location; (b) the right to sell, and to license others to sell, products and services (including Approved Insurance Products) that are also authorized for sale at Goosehead Businesses through other channels of distribution (including, but not limited to, through toll free numbers, sales via Internet websites, and other forms of electronic commerce); (c) the right to acquire and operate businesses of any kind and to grant or franchise the right to others to operate other businesses of any kind, no matter where located; and (d) the right to use and license the use of the Proprietary Marks and other marks in connection with the operation of businesses at any location, which businesses and marks may be the same as, similar to, or different from the Franchised Business and the Proprietary Marks, on such terms and conditions as we deem advisable, and without granting you any rights therein.

You may offer and sell Approved Insurance Products only: (a) in accordance with the requirements of the Franchise Agreement and the procedures set out in the Manual; and (b) to customers of the Franchised Business. Unless you become licensed in another state and receive prior written approval from us to offer insurance policies in that state, you may only provide and deliver Approved Insurance Products to customers located within the State in which the Approved Location is situated.

We do not currently operate, franchise or have plans to operate or franchise a business under a different trademark to sell goods or services similar to those that you will offer. Our affiliate, TWG, currently operates a business under the Goosehead Insurance name and the Proprietary Marks that sells goods or services similar to those that you will offer and has the right to solicit and sell similar products anywhere and through any channel of distribution. If we or TWG solicit

or sell products near your Approved Location, neither we nor TWG are required to compensate you.

Under the Franchise Agreement you will not have any options, rights of first refusal, or similar rights to acquire additional franchises or other rights.

We reserve all rights not specifically granted to you.

Performance Standards

After you have been operating for at least 6 months, we have the right to identify and implement quantitative operational performance standards (for example, the number of insurance policies written in a specific line of business or in aggregate) upon which your development and active implementation of the System will be evaluated (the “**Performance Standards**”). If your performance under the Performance Standards fails to meet or exceed the performance of the lowest 25% of all franchised Goosehead Businesses operating under the System (the “**Bottom Quartile**”), as we determine, in any one fiscal quarter of any fiscal year, we may elect to: (a) require you and such other of your employees, as we determine, to attend and complete to our satisfaction such additional training programs that we deem necessary; or (b) provide such on-site assistance and consultation as we deem necessary. If your performance under the Performance Standards fails to meet or exceed the Performance Standards of the Bottom Quartile due to your failure to devote full time and attention to the operation of the Franchised Business, then you will be in default of the Franchise Agreement. You will be required to cure the default by improving your performance on the Performance Standards to meet or exceed the Bottom Quartile within the 90-day period following your receipt of written notice from us. If you fail to cure the default within such 90-day period, then your agency will be terminated. In the event we provide any such additional training, assistance or consultation, you will be responsible for all costs and expenses for that training assistance or consultation, which may include a fee payable to us. If you fail to improve your performance under the Performance Standards by at least 10%, or fail to meet or exceed the performance of the Bottom Quartile in each subsequent fiscal quarter, then we may deem your failure to be a default of the Franchise Agreement, which may result in termination.

ITEM 13 TRADEMARKS

We grant you the right to operate a Franchised Business under the name “Goosehead Insurance.”

We have registered the following marks on the United States Patent and Trademark Office’s Principal Register:

Trademark	Registration Date	Registration Number
Goosehead Insurance (word mark)	November 6, 2012	4239148

Trademark	Registration Date	Registration Number
	November 6, 2012	4239146
	November 6, 2012	4239147
GOOSEHEAD (standard characters)	December 6, 2016	5095438
	May 9, 2017	5199649

You may use these and other current and future marks to operate your Franchised Business, as we may designate. We filed, and intend to file when due, an affidavit of use and an affidavit of incontestability, as well as a renewal application, for the registrations listed above.

There are no other agreements currently in effect that significantly limit our rights to use or license the use of the Proprietary Marks that are material to you.

There are no currently effective determinations of the U.S. Patent and Trademark Office, the trademark administrator of this state, or of any court, nor any pending interference, opposition, or cancellation proceedings, nor any pending material litigation involving the trademarks, service marks, trade names, logotypes, or other commercial symbols which is relevant to their use in this state or any other state in which the Franchised Business is to be located. There are no agreements currently in effect which significantly limit our rights to use or license the use of the Proprietary Marks (including trademarks, service marks, trade names, logotypes, or other commercial symbols) that are in any manner material to the franchise. There are no infringing uses actually known to us which could materially affect your use of the Proprietary Marks in this state or elsewhere.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating as part of the System if our currently owned Proprietary Marks no longer can be used, or if we determine, exercising our right to do so, that substitution of different Proprietary Marks will be beneficial to the System. In such cases, you must implement and use such different Proprietary Marks at your cost and in the manner we require.

You must promptly notify us of any suspected infringement of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, or your right to use, the Proprietary Marks licensed under the Franchise Agreement. Under the Franchise Agreement, we will have the sole right to initiate, direct, and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement of the action. We also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. If you used the Proprietary Marks in accordance with the Franchise Agreement, we will defend you at our expense against any third party claim, suit, or demand involving the Proprietary Marks arising out of your use. If you did not use the Proprietary Marks in accordance with the Franchise Agreement, we will defend you, at your expense, against those third party claims, suits, or demands.

If we undertake the defense or prosecution of any litigation concerning the Proprietary Marks, you must sign any documents and agree to do the things as may, in our counsel's opinion, be necessary to carry out such defense or prosecution, such as becoming a nominal party to any legal action. Except to the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we agree to reimburse you for your out of pocket costs in doing these things, except that you will bear the salary costs of your employees, and we will bear the costs of any judgment or settlement. To the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, you must reimburse us for the cost of the litigation, including attorneys' fees, as well as the cost of any judgment or settlement.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the Franchised Business.

We claim common law copyrights in the Manual and in our marketing and advertising materials. We have not registered these copyrights with the United States Registrar of Copyrights. You may use these items only with our permission. You must stop using any of these materials if we tell you to stop using them or if your Franchise Agreement is no longer in effect.

There are currently no effective determinations of the Copyright Office (Library of Congress) or any court regarding the copyrighted materials. No agreement significantly limits our right to use or allow others to use the copyrighted materials. We do not know of any infringing uses which could materially affect your use of the copyrighted materials in any state. We can control any action involving the copyrights. You must promptly notify us of any suspected unauthorized use of the copyrighted materials, any challenge to the validity of the copyrights or any challenge to our right to use or license others to use the copyrights. We may take action against these potentially infringing uses by others, but we are not required to do so. We will defend you against any third-party claim arising out of your use of the copyrights. If we determine that you have used the copyrights properly, we will pay for the defense. If we determine that you have used the copyrights in a manner not allowed by the Franchise Agreement, you must pay for the defense.

The Manual and other materials contain our confidential, proprietary, and trade secret information. This information includes business methods, pricing techniques, specifications, standards, procedures, and other techniques used in developing and operating the Franchised Business.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE
ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We recommend that you personally participate in the direct operation of the Franchised Business, but your personal supervision is not required if the day-to-day operation of your Franchised Business is performed by a Manager who has successfully completed our required training program and has, at our sole discretion, the appropriate experience and training. If you do not personally supervise the operation of the Franchised Business, you still must attend and satisfactorily complete training if you wish to obtain access to the Salesforce.com database. You or your Manager must devote full time and best efforts to the operation of the Franchised Business. You are not restricted as to whom you may hire as a Manager, except that your Manager must be competent, conscientious, substance-free, fully-trained and must meet all license requirements. See Item 11 for a description of our initial training program. A Manager does not need to have an equity interest in the Franchised Business.

We may require that you or others sign other agreements with us, like a Mutual Non-Disclosure Agreement (see Exhibit G-2 to this Franchise Disclosure Document), a Confidentiality and Non-Disclosure Agreement (see Exhibit D-1 to the Franchise Agreement), an In-Term Covenant Not To Compete (see Exhibit D-2 to the Franchise Agreement), a Post-Term Covenant Not To Compete (see Exhibit D-3 to the Franchise Agreement), and a Guarantee, Indemnification, and Acknowledgment (See Exhibit A to the Franchise Agreement).

Mutual Non-Disclosure Agreement. We will require that any people involved in your evaluation of the franchise offered under this Franchise Disclosure Document execute the Mutual Non-Disclosure Agreement, under which they will agree to maintain the confidentiality of any confidential information they receive in connection with their involvement in your evaluation. Under that Agreement, we also will agree to maintain the confidentiality of your confidential information that we may receive during your evaluation of the franchise offered under this Franchise Disclosure Document.

Confidentiality Agreement. We will require that certain people (including your Manager and Producers) involved in your Franchised Business execute the Confidentiality Agreement, under which they will agree to maintain the confidentiality of any confidential information they receive in connection with their involvement in your Franchised Business.

In-Term Covenant Not To Compete. We will require that certain people (including your Manager and Producers) involved in your Franchised Business execute the In-Term Covenant Not To Compete, under which they will agree that, during the term of their involvement with your Franchised Business, they will not compete with us or any of our franchisees or solicit any customers, prospective customers, or referral sources as defined in the In-Term Covenant Not To Compete..

Post-Term Covenant Not To Compete. We will require that certain people (including your Manager and Producers) involved in your Franchised Business execute the Post-Term Covenant Not To Compete, under which they will agree that for a period of two years after the term of their involvement with your Franchised Business, they will not compete with us or any of our franchisees within a twenty-five (25) mile radius of the Franchised Business's Approved Location or solicit any customers, prospective customers, referral sources, or franchisees as defined in the Post-Term Covenant Not to Compete.

Guarantee, Indemnification, and Acknowledgment. We will require that all owners of the Franchised Business execute the Guarantee, Indemnification, and Acknowledgment under which they will agree to pay or perform each obligation under the Franchise Agreement.

ITEM 16 **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You may only offer for sale Approved Insurance Products from Approved Carriers. You are required to offer for sale only the Approved Insurance Products that we designate. We may modify the list of Approved Insurance Products or Approved Carriers in the Manual, and after notice of such modification, you may not sell any insurance products from any insurance carrier or broker which is no longer approved. Generally, you will be able to sell personal lines, property and casualty and in some cases small commercial property and casualty and life insurance. For you to sell small commercial property and casualty or life insurance, you must be licensed to do so. Initially you may not write commercial lines of insurance, but you may request that we allow you to do so. If we approve your request, you must first successfully complete a separate training course.

You may not offer for sale any Prohibited Insurance Products, and you may not use and/or offer for sale any Prohibited Products and Services.

If you wish to purchase, use or sell any products or services which are not Approved Insurance Products or Approved Products and Services, then you must first obtain our approval. There is no limit to our right to modify the list of Approved Insurance Products and Approved Products and Services, to approve or disapprove insurance products, other products, or services, or to modify the list of Prohibited Insurance Products or Prohibited Products and Services. See Item 8 for more information.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 2.1 of the Franchise Agreement	10 years.
b. Renewal or extension	Section 2.2 of the Franchise Agreement	You may renew for two five-year renewal terms, if you meet our conditions.
c. Requirement for franchisee to renew or extend	Section 2.2 of the Franchise Agreement	You may renew if you give us notice of your intent to renew, modernize the Franchised Business to reflect the System standards in effect at the time, are not in default, have paid all your monetary obligations, sign our then-current Franchise Agreement, sign a release of claims against us, and meet our qualification and training requirements in effect at the time. When renewing, you may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by franchisee	Not Applicable	No provision.
e. Termination by franchisor without cause	Not Applicable	No provision.
f. Termination by franchisor with cause	Section 17 of the Franchise Agreement	We can terminate your Franchise Agreement if you are in default.
g. "Cause" defined – curable defaults	Section 17.3 of the Franchise Agreement	All other defaults not specified in Sections 17.1 and 17.2 of the Franchise Agreement.
h. "Cause" defined – non-curable defaults	Sections 17.1 and 17.2 of the Franchise Agreement	Bankruptcy, abandonment, conviction of felony, and others; see Sections 17.1 and 17.2 of the Franchise Agreement. Under the U.S. Bankruptcy Code, we may be unable to terminate the Franchise Agreement merely because you make a bankruptcy filing.
i. Franchisee's obligations on	Section 18 of the Franchise Agreement	Stop representing yourself as a franchisee, stop using our Proprietary Marks, pay all

Provision	Section in franchise or other agreement	Summary
termination/non-renewal		money due to us and our affiliates, and others. See Section 18 of the Franchise Agreement.
j. Assignment of contract by franchisor	Section 16.1 of the Franchise Agreement	We may transfer the Franchise Agreement to any person or legal entity.
k. "Transfer" by franchisee --defined	Sections 16.4.1-16.4.4 of the Franchise Agreement	Includes transfer of any interest.
l. Franchisor approval of transfer by franchisee	Section 16.4 of the Franchise Agreement	We must approve transfers.
m. conditions on approval of transfer	Section 16.5 of the Franchise Agreement	Release, renovate and modernize the Franchised Business, pay transfer fee, and others; see Sections 16.5.1 – 16.5.11 of the Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	No provision.
o. Franchisor's option to purchase franchisee's business	Sections 16.6.3, 18.4 and 18.5 of the Franchise Agreement	If your interest in the Franchised Business has not been transferred within 6 months of your death or incapacity, we have the option to purchase your interest in the Franchised Business. Also, on expiration or non-renewal, we will buy your business. We may elect to exclude the furniture, fixtures, equipment and lease from the assets we purchase.
p. Death or disability of franchisee	Section 16.6 of the Franchise Agreement	The franchise must be transferred within 6 months of your death or incapacity to a third party we have approved.

Provision	Section in franchise or other agreement	Summary
q. Non-competition covenants during the term of the franchise	Sections 19.2-19.6 of the Franchise Agreement	Includes prohibition on engaging in a "Competitive Business," which is any business that is engaged in the development, marketing, franchising, or distribution of products and/or services (whether patented or otherwise) which involve or relate to our business (e.g. personal lines insurance, auto insurance, home insurance, motorcycle insurance, RV insurance, boat insurance, condo insurance, renters insurance, commercial insurance, life insurance, etc.), or other products and/or technology developed by us during the term your Franchise Agreement.; see Sections 19.2 - 19.7.
r. Non-competition covenants after the franchise is terminated or expires	Sections 19.2-19.6 of the Franchise Agreement	Includes a two-year prohibition similar to "q" (above), within twenty-five (25) miles of the Approved Location.
s. Modification of the agreement	Section 25 of the Franchise Agreement	No modifications generally, but the Manual is subject to change.
t. Integration/merger clause	Section 25 of the Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 27.2 and 27.3	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). Any claims not resolved by mediation are to be arbitrated through JAMS by a single arbitrator. The Franchise Agreement contains provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Section 27 of the Franchise Agreement. Please also see the various state disclosure addenda and agreement amendments attached to this disclosure document, which contain

Provision	Section in franchise or other agreement	Summary
		additional terms that may be required under applicable state law.
v. Choice of forum	Section 27.2	Arbitration is to take place at the JAMS office nearest to our then-current principal place of business (currently, Dallas, Texas). (Subject to applicable state law.)
w. Choice of law	Section 27.1	Except to the extent governed by the Lanham Act, Texas law applies. (Subject to applicable state law.)

ITEM 18 **PUBLIC FIGURES**

We do not use any public figures to promote our franchise.

ITEM 19 **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a Franchisor to provide information about the actual or potential financial performance of its Franchise and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Below we provide historical performance of "producers" of our franchisees during our fiscal year ended December 31, 2018. A "producer" for the purposes of this Item 19 is an individual who works for a franchisee as an agent or for TWG as an employee and has devoted full-time efforts to a production role as of December 31, 2018. Except as identified below, all franchisees and TWG agents that were in operation for at least one full year as of December 31, 2018, are included. Two types of information are provided below, the average gross revenues per producer and the value of premiums generated per producer.

Differences in state laws (for example, some states -- like California and Florida -- do not allow for the payment of "agency fees" whereas fees are allowed in Texas and Illinois) may negatively affect the results of franchisees and/or producers in certain states.

The data used to compile the information in this Item 19 is derived from agency fees and sales commissions paid directly to us. Please read carefully all of the information in this Item 19 (including the table below as well as the notes that follow this table).

GROSS REVENUE PER FRANCHISE PRODUCER (2018)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	\$64,089	\$115,335	\$29,270
2 years	\$139,242	\$246,067	\$56,073
3+ years	\$206,273	\$378,836	\$77,250

GROSS REVENUE PER TWG PRODUCER (2018)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	\$123,092	\$169,151	\$80,250
2 years	\$214,720	\$271,708	\$162,028
3+ years	\$459,812	\$751,458	\$286,360

PREMIUM PER FRANCHISE PRODUCER (2018)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	\$401,271	\$731,533	\$183,521
2 years	\$872,907	\$1,535,312	\$355,965
3+ years	\$1,385,553	\$2,590,996	\$540,931

PREMIUM PER TWG PRODUCER (2018)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	\$641,647	\$888,071	\$407,607
2 years	\$1,244,438	\$1,554,296	\$920,697
3+ years	\$2,904,611	\$4,894,558	\$1,768,523

Notes to charts:

1. As noted in Item 6, "Gross Revenue" means the amount of Commissions and Agency Fees, net of reversals of Commissions for policy cancellations or policy changes and net of Agency Fee refunds, for insurance services provided by the Franchised Business. Gross Revenue does not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any insurance carrier. The Gross Revenue noted in this Item 19 are the total Gross Revenues paid, on a cash basis, by our carriers to us and recognized during the 2018 fiscal year (January 1, 2018 to December 31, 2018).
2. As noted in Item 6, "Premium" is paid by a client to the insurance carrier for insurance

coverage. The Premiums noted in this Item 19 are the Premiums from our insurance carrier statements recognized during the 2018 fiscal year (January 1, 2018 to December 31, 2018).

Franchise Producer Notes

3. There were 303 franchise producers, representing 237 franchised businesses, who were included in the charts because they operated during our entire 2018 fiscal year (January 1, 2018 to December 31, 2018) and met certain criteria, noted below. Each of the franchise producers included: (a) had a start date on or before January 1, 2018 and were still operating as of February 11, 2019, (b) worked for a franchisee that was, during that period, in compliance with, and not in default of, the franchise agreement, and (c) had a role where a majority of their time was dedicated to new business production. 45 franchise producers who operated during the entire 2018 fiscal year were not included in the results because they did not meet these criteria. The reason franchise producers who were not still operating as of February 11, 2019 were not included in the charts is because we did not run 2018 fiscal year data until February 11, 2019, and when a franchise producer is terminated, their book of business is combined with the franchisee's overall book of business which therefore makes it difficult to accurately calculate producer-specific fiscal year results if that occurs before we collect the information. We also did not include franchise producers who worked for franchisees who were in default of their franchise agreement because these businesses or franchise producers were not operating at full capacity in the manner we require and expect our franchisees and their producers to operate. Further, we did not include employees of franchisees who were operating part time or in roles other than as producers as these individuals did not spend the majority of their time selling insurance.
4. "Tenure" is defined as the number of full years an agent has devoted full time efforts to a production role as of December 31, 2018. The data for the 303 franchise producers included in the chart, is presented separately based on tenure. There were 136 franchise producers included in the chart who were classified as having 1 year of tenure. Of those 136 franchise producers, 34 are included in the "top 25%." There were 73 franchise producers included in the chart who were classified as having 2 years of tenure. Of those 73, 19 are included in the "top 25%". There were 94 franchise producers included in the chart who were classified as having 3 or more years of tenure. Of those 94, 24 are included in the "top 25%".
5. For franchise producers with 1 year of tenure (136 producers):
 - a. 54 of 136 franchise producers (40%) met or exceeded the Gross Revenue average. The median Gross Revenue (which, as used throughout this Item 19, is the amount at which half of the franchise producers measured were above and half of the franchise producers measured were below) was \$55,997 (\$249,372 highest producer ("high"), \$13,307 lowest producer ("low")), the median Gross Revenues for the top 25% of producers was \$110,867, and the median Gross Revenues for the bottom 25% of producers was \$30,398.
 - b. 49 of the 136 producers (40%) met or exceeded the Premium average. The

median Premium amount was \$336,067 (\$1,707,046 high, \$88,580 low), the median Premium amount for the top 25% of producers was \$689,687, and the median Premium amount for the bottom 25% of producers was \$201,032.

6. For producers with 2 years of tenure (73 producers):

- a. 34 of 73 producers (47%) met or exceeded the Gross Revenue average. The median Gross Revenue was \$129,589 (\$477,567 high, \$25,098 low), the median Gross Revenue for the top 25% of producers with 2 years of tenure was \$206,193, and the median Gross Revenue for the bottom 25% of producers was \$60,838.
- b. 30 of the 73 producers (41%) met or exceeded the Premium average. The median Premium amount was \$807,032 (\$3,344,058 high, \$158,573 low), the median Premium amount for the top 25% of producers was \$1,270,618, and the median Premium amount for the bottom 25% of producers was \$375,062.

7. For producers with 3+ years of tenure (94 producers):

- a. 40 of 94 producers (43%) met or exceeded the Gross Revenue average. The median Gross Revenue was \$185,944 (\$600,464 high, \$51,197 low), the median Gross Revenue amount for the top 25% of producers was \$360,644, and the median Gross Revenue for the bottom 25% of producers was \$81,198.
- b. 39 of the 94 producers (41%) met or exceeded the Premium average. The median Premium amount was \$1,172,069 (\$4,212,900 high, \$366,479 low), the median Premium amount for the top 25% of producers was \$2,464,381, and the median Premium amount for the bottom 25% of producers was \$545,535.

8. The data presented above does not reflect the total revenues of our franchisees, because some franchisees have more than one producer.

9. The chart does not reflect the costs that you may have in operating your Franchised Business, including your Royalty Fees and other fees that must be paid to us. The financial performance representation figures do not reflect the cost 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 will incur costs and expenses in connection with operating your Franchised Business. These include, among others, royalty fees (20% to 50% of Gross Revenues on policies), occupancy costs, labor costs, debt/financing costs, marketing and advertising costs, software and support fees (\$350 or \$275 per user), computer hardware and software purchases and upgrades, legal and professional fees, income and other non-real estate taxes, and various other expenses. You will incur these and other costs in connection with the operation of your Franchised Business, and you should conduct an independent investigation of the costs and expenses that you may or will incur in operating your Franchised Business. Franchisees or former franchisees, listed in this Disclosure Document, may be one source of information.

TWG Producer Notes:

10. There were 77 TWG producers who were included in the charts because they operated during our entire 2018 fiscal year (January 1, 2018 to December 31, 2018) and met certain criteria, noted below. Each of the TWG producers included: (a) had a start date on or before January 1, 2018 and were still employed as of December 31, 2018, and (b) had a role where a majority of their time was dedicated to new business production.
11. "Tenure" is defined as the number of full years an agent has devoted full time efforts to a production role at TWG as of December 31, 2018. The data for the 77 TWG producers included in the chart, is presented separately based on tenure. There were 32 TWG producers included in the chart who were classified as having 1 year of tenure. Of those 32 TWG producers, 8 are included in the "top 25%." There were 19 TWG producers included in the chart who were classified as having 2 years of tenure. Of those 19, 5 are included in the "top 25%". There were 26 TWG producers included in the chart who were classified as having 3 or more years of tenure. Of those 26, 7 are included in the "top 25%".
12. For TWG producers with 1 year of tenure (32 producers):
 - a. 16 of 32 TWG producers (50%) met or exceeded the Gross Revenue average. The median Gross Revenue was \$123,103 (\$187,104 high, \$64,539 low), the median Gross Revenues for the top 25% of TWG producers was \$169,081, and the median Gross Revenues for the bottom 25% of TWG producers was \$81,566.
 - b. 14 of the 32 TWG producers (44%) met or exceeded the Premium average. The median Premium amount was \$640,503 (\$1,039,163 high, \$353,563 low), the median Premium amount for the top 25% of TWG producers was \$866,950, and the median Premium amount for the bottom 25% of TWG producers was \$410,698.
13. For TWG producers with 2 years of tenure (19 producers):
 - a. 9 of 19 TWG producers (47%) met or exceeded the Gross Revenue average. The median Gross Revenue was \$200,423 (\$334,286 high, \$144,171 low), the median Gross Revenue for the top 25% of TWG producers with 2 years of tenure was \$256,720, and the median Gross Revenue for the bottom 25% of TWG producers was \$158,151.
 - b. 9 of the 19 TWG producers (47%) met or exceeded the Premium average. The median Premium amount was \$1,183,679 (\$1,897,587 high, \$815,582 low), the median Premium amount for the top 25% of TWG producers was \$1,454,830, and the median Premium amount for the bottom 25% of TWG producers was \$1,053,012.

14. For TWG producers with 3+ years of tenure (26 producers):

- a. 8 of 26 TWG producers (31%) met or exceeded the Gross Revenue average. The median Gross Revenue was \$397,045 (\$1,257,246 high, \$251,036 low), the median Gross Revenue amount for the top 25% of TWG producers was \$619,079, and the median Gross Revenue for the bottom 25% of TWG producers was \$291,794.
- b. 8 of the 26 TWG producers (31%) met or exceeded the Premium average. The median Premium amount was \$2,493,224 (\$8,246,755 high, \$1,627,614 low), the median Premium amount for the top 25% of TWG producers was \$3,988,038, and the median Premium amount for the bottom 25% of TWG producers was \$1,793,192.

We cannot estimate or predict the results that you will experience as a franchisee. In addition to the points noted above, your results will be affected by factors such as prevailing economic or market area condition, demographics, geographic location, interest rates, your capitalization level, the amount and terms of any financing that you may secure, the property values and lease rates, your business and management skills, staff strengths and weaknesses, and the cost and effectiveness of your marketing activities.

Some producers have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Except as described above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ryan Langston, 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1				
Systemwide Outlet Summary For Years 2016 to 2018				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	125	190	+65
	2017	190	292	+102
	2018	292	457	+165
Company Owned ¹	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total Outlets (Note 1)	2016	125	190	+65
	2017	190	292	+102
	2018	292	457	+165

1. As noted in Item 1, our affiliate, TWG, operates a business in the insurance industry which operates under the name "Goosehead Insurance," but this business has significant differences with the Franchised Businesses so we do not consider it to be an "outlet" for the purposes of this Item 20.

Table No. 2		
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) for years 2016 to 2018		
State	Year	Number of Transfers
California	2016	0
	2017	2
	2018	3
Texas	2016	8
	2017	13
	2018	15
Florida	2016	1
	2017	0
	2018	3
Totals	2016	9
	2017	15
	2018	20

Table No. 3								
Status of Franchise Outlets For Years 2016 to 2018								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End Of Year
CA	2016	15	23	6	0	0	0	32
	2017	32	25	11	0	0	2	44
	2018	44	23	4	0	0	3	61
CO	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	9	0	0	0	0	9
CT	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
FL	2016	5	7	2	0	0	1	9
	2017	9	18	2	0	0	0	25
	2018	25	23	6	0	0	3	39
IL	2016	0	1	0	0	0	0	1
	2017	1	16	0	0	0	0	17
	2018	17	17	3	0	0	0	31
IN	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	2	0	0	0	0	2
LA	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	10	0	0	0	0	12
MI	2016	0	0	0	0	0	0	0
	2017	0	3	0	0	0	0	3
	2018	3	18	1	0	0	0	20
MD	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	4	0	0	0	0	4
MO	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	3	0	0	0	0	3
NC	2016	0	0	0	0	0	0	0
	2017	0	3	0	0	0	0	3
	2018	3	15	2	0	0	0	16
NJ	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	2	0	0	0	0	2
NY	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	8	0	0	0	0	8
OH	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	3	0	0	0	0	3
OK	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	0	2

Table No. 3								
Status of Franchise Outlets For Years 2016 to 2018								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End Of Year
PA	2016	0	0	0	0	0	0	0
	2017	0	9	1	0	0	0	8
	2018	8	16	3	0	0	0	21
SC	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	9	1	0	0	0	8
TX	2016	104	60	6	0	0	8	150
	2017	150	62	11	0	0	13	188
	2018	188	39	10	0	0	14	203
VA	2016	1	0	0	0	0	0	1
	2017	1	1	0	1	0	0	1
	2018	1	9	0	0	0	0	10
WA	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	3	0	0	0	0	3
Totals	2016	125	88	14	0	0	9	190
	2017	190	143	25	1	0	15	292
	2018	292	215	30	0	0	20	457

Table No. 4							
Status of Company-Owned Outlets For Years 2016 to 2018							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Totals	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

Table No. 5			
Projected Openings for 2019 as of December 31, 2018*			
State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	12	14	0
Colorado	4	7	0
Connecticut	2	5	0
Delaware	2	1	0
Florida	7	18	0
Georgia	2	10	0
Illinois	17	16	0
Indiana	6	8	0
Iowa	0	1	0
Kansas	1	4	0
Louisiana	6	8	0
Maryland	9	10	0
Massachusetts	0	1	0
Michigan	15	13	0
Minnesota	0	2	0
Missouri	6	8	0
North Carolina	10	13	0
New Jersey	13	12	0
New York	11	16	0
Ohio	6	8	0
Oklahoma	0	4	0
Pennsylvania	19	14	0
South Carolina	5	10	0
Tennessee	1	10	0
Texas	24	24	0
Virginia	5	8	0
Washington	4	6	0
Washington D.C.	1	1	0
Wisconsin	1	2	0
Total	189	254	0

Attached as Exhibit E-1 to this Franchise Disclosure Document is a list of the Goosehead Insurance franchisees as of the date of this Franchise Disclosure Document and attached as Exhibit E-2 is a list of Goosehead Insurance franchisees who have been terminated, cancelled or otherwise ceased to do business under the Franchise Agreement during the year ended December 31, 2018 or who have not communicated with us within 10 weeks of the date of this Franchise Disclosure

Document. If you buy a Goosehead Insurance franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We have not sponsored, endorsed or created any trademark-specific franchisee associations. No independent franchisee organizations have asked to be included in this Franchise Disclosure Document.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences in our franchise system.

ITEM 21

FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document as Exhibit F-1 are the following financial statements:

1. GSHD's and subsidiaries' audited consolidated financial statements as of and for the years ended December 31, 2018 and 2017, and GH Financial's and subsidiaries and affiliates' audited consolidated and combined financial statements as of and for the year ended December 31, 2016.
- * *GSHD has absolutely and unconditionally guaranteed our obligations to our franchisees under the franchise agreements. A copy of GSHD's guarantee of performance is attached at Exhibit F-2.*

ITEM 22

CONTRACTS

The following contracts are attached to this Franchise Disclosure Document:

Exhibit A	The Franchise Agreement with its eight exhibits: A. Guarantee, Indemnification, and Acknowledgment B. List of Principals C. ACH Authorization Agreement D1-3. Sample Forms of Non-Disclosure and Non-Competition Agreements E. Site Selection Addendum F. Promissory Note
Exhibit B	Release
Exhibit G-2	Mutual Non-Disclosure Agreement

ITEM 23
RECEIPTS

The Receipts to be signed by all prospective franchisees are attached in duplicate to this Franchise Disclosure Document as the last two pages. You will sign and date one copy and return that copy to us at the time we present the Franchise Disclosure Document to you. You will also sign and date the other copy but keep it for your records.

EXHIBIT A
FRANCHISE AGREEMENT

Goosehead Insurance Agency, LLC

Franchise Agreement



Declarations Page

1	1.2	The "Approved Location" under this Agreement is to be determined (Refer to Site Selection Addendum).
2	4.1	You elect to pay the Initial Franchise Fee in one of the following ways: (check only one): ☐ In its entirety at the time you enter into this Agreement, in which case the amount of the Initial Franchise Fee shall be: _____ (\$_____). ☐ You shall pay a portion of the Initial Franchise Fee at the time you enter into this Agreement in the amount of _____ (\$_____), and shall pay the remaining portion of _____ (\$_____), plus interest, according to the terms of the 60-month Promissory Note attached to this Agreement as Exhibit F.
3	4.2	The "Effective Date" will be: _____.

Initials

Franchisee

Franchisor

**Goosehead Insurance Agency, LLC
Franchise Agreement**

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A	Guarantee, Indemnification, and Acknowledgement	D1-3	Sample Forms of Non-Disclosure and Non-Competition Agreements
B	List of Principals	E	Site Selection Addendum
C	ACH - Authorization Agreement for Prearranged Payments (Direct Debits)	F	Promissory Note

Goosehead Insurance Agency, LLC Franchise Agreement

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of the "**Effective Date**" that we have indicated on the signature page of this Agreement by and between:

- Goosehead Insurance Agency, LLC, a Delaware limited liability company, with its principal place of business at 1500 Solana Blvd., Suite 450, Westlake, Texas 76262 ("**we**," "**us**," or "**our**"); and
- _____ a [resident of] [corporation organized in] [limited liability company organized in] the state of _____ and having offices at _____ ("**you**" or the "**Franchisee**").

Introduction

We have developed our own distinctive and proprietary systems for insurance services, including home insurance, automobile insurance, life insurance, specialty lines, and business insurance (the "**System**"). Our System includes (among other things): business processes, technologies, trade secrets, carrier contracts, customer lists, knowledge, know-how, trade names, service marks, trademarks, logos, emblems, trade dress and other intellectual property; distinctive signage; standards, specifications and sources for services, products, supplies, appearance, operations and management control; safety standards; training and assistance; purchasing programs; and advertising, marketing, promotional and sales programs; all of which we may periodically change, discontinue, improve, modify and further develop.

We identify the System by means of our Proprietary Marks. Our proprietary marks include certain trade names (for example, the mark "Goosehead Insurance" and logo), service marks, trademarks, logos, emblems, and indicia of origin, as well as other trade names, service marks, and trademarks that we may periodically specify in writing for use in connection with the System (all of these are referred to as our "**Proprietary Marks**"). We continue to develop, use, and control the use of our Proprietary Marks in order to identify for the public the source of services and products marketed under those marks and under the System, and to represent the System's high standards of quality, appearance, and service.

We are in the business of developing and awarding franchise rights to third party franchisees, such as you, to develop and operate businesses providing insurance services ("**Services**") to clients under the System and using the Proprietary Marks ("**Goosehead Businesses**").

You have asked to enter into the business of operating a Goosehead Business under our System and wish to obtain a franchise from us for that purpose, as well as to receive the training and other assistance we provide as described in this Agreement. You also understand and acknowledge the importance of our high standards of quality, appearance, and service and the necessity of operating the business franchised under this Agreement in conformity with our standards and specifications.

You will be in the business of operating a Goosehead Business, using the same brand and Proprietary Marks as other independent businesses that operate other Goosehead Businesses under the System. We will not operate your Goosehead Business for you, although we have (and will continue) to set standards for Goosehead Businesses that you will have chosen to adopt as yours by signing this Agreement and by your day-to-day management of your Goosehead Business to our brand standards.

In recognition of all of the details noted above, the parties have chosen to enter into this Agreement, taking into account all of the promises and commitments that they are each making to one another in this contract, and for other good and valuable consideration (the sufficiency and receipt of which they hereby acknowledge) and they agree as follows:

1 GRANT

1.1 *Rights and Obligations.* We grant you the right, and you accept the obligation, all under the terms (and subject to the conditions) of this Agreement:

1.1.1 To operate one Goosehead Business under the System (the "**Franchised Business**");

1.1.2 To use the Proprietary Marks and the System, but only in connection with the Franchised Business (recognizing that we may periodically change or improve the Proprietary Marks and the System); and

1.1.3 To do all of those things only at the Approved Location (as defined in Section 1.2 below).

1.2 *Approved Location.* The street address of the location for the Franchised Business approved under this Agreement is specified in the Declarations Page to this Agreement, and is referred to as the "**Approved Location**."

1.2.1 You must enter into the site selection addendum (the "**Site Selection Addendum**," attached as Exhibit E to this Agreement) at the same time as you sign this Agreement. You will then find a site which will become the Approved Location after we have given you our written approval for that site and you have obtained the right to occupy the premises, by lease, sublease, or acquisition of the property, all subject to our prior written approval and in accordance with the Site Selection Addendum.

1.2.2 We have the right to grant or withhold approval of the Approved Location under this Section 1.2. You understand, acknowledge, and agree that our review and approval of your proposed location, under this Section 1.2 or pursuant to the Site Selection Addendum, does not constitute our assurance, representation, or warranty of any kind that your Franchised Business at the Approved Location will be profitable or successful (as further described in Section 5 of the Site Selection Addendum).

1.2.3 You agree not to relocate the Franchised Business without our prior written consent. Any proposed relocation will be subject to our review of the proposed new site under our then-current standards for site selection, and we will also have the right to take into consideration any commitments we have given to other franchisees, licensees, landlords, and other parties relating to the proximity of a new Goosehead Business to their establishment. You must pay us a fee in the amount of Five Hundred Dollars (\$500) at the time you request the relocation of the Franchised Business.

1.3 *No Protected Territory.* You expressly acknowledge and agree that this franchise is non-exclusive, and that this Agreement does not grant or imply any protected area or territory for the Franchised Business. Accordingly, we retain the right to conduct any business and sell services and products at any location, notwithstanding the proximity of that business activity to the Approved Location. We retain all rights, including but not limited to: (a) the right to use, and to license others to use, the System and the Proprietary Marks for the operation of Goosehead Businesses at any location; (b) the right to sell, and to license others to sell, products and services (including Services) that are also authorized for sale at Goosehead

Businesses through other channels of distribution (including, but not limited to, through catalogs, mail order, toll free numbers, sales via Internet websites, and other forms of electronic commerce); (c) the right to acquire and operate businesses of any kind and to grant or franchise the right to others to operate other businesses of any kind, no matter where located; and (d) the right to use and license the use of the Proprietary Marks and other marks in connection with the operation of businesses at any location, which businesses and marks may be the same as, similar to, or different from the Franchised Business and the Proprietary Marks, on such terms and conditions as we deem advisable, and without granting you any rights therein.

1.4 *Limits on Where You May Operate.*

1.4.1 You may offer and sell Services only: (a) in accordance with the requirements of this Agreement and the procedures set out in the Manual (defined below); and (b) to customers of the Franchised Business.

1.4.2 You agree not to offer or sell any services or products (including the Services and Products) through any means other than through the Franchised Business as provided in this Section 1.4; and therefore, for example, you agree not to offer or sell services or products from satellite locations, temporary locations, mobile vehicles or formats, carts or kiosks. Unless you become licensed in another state and receive prior written approval from us to offer insurance policies in that state, you may only provide and deliver Services to customers located within the State in which the Approved Location is situated.

2 **TERM AND RENEWAL**

2.1 *Term.* The term of this Agreement starts on the Effective Date and, unless this Agreement is earlier terminated in accordance with its provisions, will expire ten (10) years from the Effective Date.

2.2 *Renewal.* You will have the right to renew your rights to operate the Franchise Business for two (2) additional successor terms of five (5) years, so long as you have satisfied all of the conditions specified in Sections 2.2.1 through 2.2.10 before each such renewal:

2.2.1 You agree to give us written notice of your choice to renew at least six (6) months before the end of the term of this Agreement (but not more than nine (9) months before the term expires).

2.2.2 You agree to remodel and refurbish the Franchised Business to comply with our then-current standards in effect for new Goosehead Businesses (as well as the provisions of Sections 8.8 and 8.9 below).

2.2.3 At the time of renewal, you must be in material compliance with the provisions of this Agreement (including any amendment to this Agreement), any successor to this Agreement, and/or any other contract between you (and your affiliates) and us (and our affiliates), and in our reasonable judgment, you must have been in material compliance during the term of this Agreement, even if we did not issue a notice of default or exercise our right to terminate this Agreement if you did not meet your obligations.

2.2.4 You must have timely met all of your financial obligations to us, our affiliates, the Brand Fund, and/or the Regional Fund, as well as your vendors, throughout the term of this

Agreement (even if we did not issue a notice of default or exercise our right to terminate this Agreement if you did not meet your obligations).

- 2.2.5 You must sign our then-current form of franchise agreement, which will supersede this Agreement in all respects (except with respect to the renewal provisions of the new franchise agreement, which will not supersede this Section 2), and which you acknowledge and agree may contain terms, conditions, obligations, rights, and other provisions that are substantially and materially different from those spelled out in this Agreement (including, for example, a higher percentage royalty fee and marketing contribution). If you are an entity, then your direct and indirect owners must also sign and deliver to us a personal guarantee of your obligations under the renewal form of franchise agreement. (In this Agreement, the term "**entity**" includes a corporation, limited liability company, partnership, and a limited liability partnership.)
- 2.2.6 You agree to sign and deliver to us a release, in a form that we will provide (which will be a mutual release with limited exclusions), which will release all claims against us and our affiliates, and our respective officers, directors, members, managers, agents, and employees. If you are an entity, then your affiliates and your direct and indirect owners (and any other parties that we reasonably request) must also sign and deliver that release to us.
- 2.2.7 You and your personnel must meet our then-current qualification and training requirements.
- 2.2.8 You agree to present to us satisfactory evidence that you have the right to remain in possession of the Approved Location.
- 2.2.9 You must be current with respect to your financial and other obligations to your lessor, suppliers, and all other parties with whom you do business.

3 OUR DUTIES

- 3.1 *Training.* We will provide you with the training specified in Section 6 below.
- 3.2 *Layout and Equipping of a Goosehead Business.* We have the right to provide our standards and specifications for the furnishings, equipment, and signs of a Goosehead Business. We have the right to periodically modify these specifications as we deem appropriate. We will also provide the site selection and lease review assistance called for under Section 5.3 below.
- 3.3 *Opening and Additional Assistance.* We will provide such on-site pre-opening and opening supervision and assistance that we think is advisable, and as may be described in the Manual.
- 3.4 *Manual.* We will lend to you one (1) copy of (or provide you with access to), during the term of this Agreement, our confidential operations manuals and other written instructions relating to the operation of a Goosehead Business (the "**Manual**"), in the manner and as described in Section 10 below.
- 3.5 *Marketing Materials.* We have the right to approve or disapprove all marketing and promotional materials that you propose to use, pursuant to Section 13 below.
- 3.6 *Brand Fund.* We have the right to administer the Brand Fund (as defined in Section 13 below) in the manner set forth in Section 13 below.

- 3.7 *Inspection Before Opening.* We may evaluate the Franchised Business before it first opens for business. You agree to not open the Franchised Business or otherwise start operations until you or your Manager (defined below) have successfully completed training and you have received our prior written approval.
- 3.8 *Periodic Assistance.* We will provide you periodic assistance in the marketing, management, and operation of the Franchised Business at the times and in the manner that we determine. We may periodically offer you the services of certain of our representatives, such as a representative from agent support, and these representatives may periodically visit your Franchised Business and offer advice regarding your operations.
- 3.9 *Revenue Report.* On the 25th day of each month, we will provide you with a detailed report of Commissions (as defined below) and Agency Fees (as defined below) received on your behalf for insurance policies written in the preceding calendar months. In order to provide you with this report, we must receive a commission detail report from the carrier by the 20th day of the month, for policies you wrote during the preceding month. The report will only include Commissions and Agency Fees related to policies properly recorded in our agency management system as prescribed in the Manual.
- 3.10 *Service Center.* We will maintain a service center, staffed by licensed insurance agents, for the purpose of providing centralized customer service for all businesses operating under the System and the Proprietary Marks. The service center's hours will be at least between 8 a.m. and 5 p.m. Central Time, Monday through Friday (excluding holidays). You must comply with any rules and regulations adopted by us (in the Manual or otherwise) regarding the service center.
- 3.11 *Services Performed.* You acknowledge and agree that any of our designees, employees, agents, or independent contractors may perform any duty or obligation imposed on us by the Agreement, as we may direct (if so, we will, nonetheless, remain responsible to you for the performance of these obligations).
- 3.12 *Our Decision-Making.* In fulfilling our obligations under this Agreement, and in conducting any activities or exercising our rights pursuant to this Agreement, we (and our affiliates) will always have the right: (a) to take into account, as we see fit, the effect on, and the interests of, other franchised and company-owned or affiliated businesses and systems; (b) to share market and product research, and other proprietary and non-proprietary business information, with other franchised businesses and systems in which we (or our affiliates) have an interest, and/or with our affiliates; (c) to test or market various items in some or all parts of the System; (d) to introduce new proprietary items and non-proprietary items; and/or (e) to allocate resources and new developments between and among systems, and/or our affiliates, as we see fit. You understand and agree that all of our obligations under this Agreement are subject to this Section, and that nothing in this Section will in any way affect your obligations under this Agreement.
- 3.13 *Confirmation of Performance.* After we have performed our pre-opening obligations to you under this Agreement, we may ask that you execute and deliver to us a confirmation (the "**Confirmation of Performance**"), in a form we reasonably request, confirming that we have performed those obligations. If we ask you to provide us with such a certificate, you agree to execute and deliver the Confirmation of Performance to us within three (3) business days after our request. However, if you do not reasonably believe that we have performed all of our pre-opening obligations, you must, within that same three (3) day period, provide us with written notice specifically describing the obligations that we have not performed. Not later than three (3) business days after we complete all the obligations that you specified in that notice, you

agree to execute and deliver the Confirmation of Performance to us. You agree to do so even if we performed such obligations after the time performance was due under this Agreement. The term "pre-opening obligations" means the obligations we have to you under this Agreement that must be performed before the date when your Franchised Business starts its operations.

4. FEES; SALES REPORTING

4.1 *Initial Franchise Fee.* You agree to pay us an initial franchise fee in the amount set out in the Declarations Page attached hereto (the "**Initial Franchise Fee**"). Once you, your Agency Principal, your Manager, or any of your employees (including producers) begin(s) the initial training program, the Initial Franchise Fee becomes non-refundable in consideration of administrative and other expenses that we incur in providing you with training, carrier appointments, and pre-opening assistance as part of the initial launch of the Franchised Business. At your election, the Initial Franchise Fee is due and payable to us in one of the following ways:

4.1.1 You may pay to us the Initial Franchise Fee, in full, on the day that you sign this Agreement; or

4.1.2 You may elect to pay to us a portion of the Initial Franchise Fee on the day that you sign this Agreement in the amount set out in the Declarations Page attached hereto, and to pay to us the remaining portion of the Initial Franchise Fee, with interest, pursuant to the terms and conditions of the promissory note attached to this Agreement as Exhibit F (the "**Promissory Note**"). You acknowledge and agree that any default under the terms of the Promissory Note, including a failure to make any payments to us under the Promissory Note, shall be a default under this Agreement.

4.2 *Royalty Fee.* We will receive all Commissions (defined below) from insurance carriers. We will receive all Premiums (defined below), Policy Fees (defined below) and Agency Fees on your behalf. In the event that any Premiums, Policy Fees, or Agency Fees are received directly by you, these funds must be forwarded to us within twenty four (24) hours of receipt. We will retain Agency Fees and will forward Premiums and Policy Fees to the insurance carriers. Beginning on the date you begin operations under this Agreement (the "**Commencement Date**"), we will remit to you Net Revenues on a monthly basis. As used in this Agreement:

4.2.1 the term "**Agency Fees**" will mean fees that are charged by you for issuing a new policy pursuant to the Manual.

4.2.2 the term "**Commission**" will mean the fees paid to us, by insurance carriers as a percentage of the Premiums generated by insurance policies sold by the Franchised Business, on all new and renewal policies.

4.2.3 the term "**Gross Revenues**" means the amount of Commissions and Agency Fees received, net of reversals of Commissions for policy cancellations or policy changes and net of Agency Fee refunds, for insurance services provided by the Franchised Business; Gross Revenues will not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any insurance carrier.

4.2.4 The term "**Minimum Royalty**" means a minimum monthly Royalty Fee payment, beginning six (6) months after the Commencement Date, in the following amounts:

Number of Months following the Commencement Date	Amount of Monthly Minimum Royalty
Six (6) to Eighteen (18)	Six Hundred Dollars (\$600)
Nineteen (19) and for the remainder of the term of this Agreement	One Thousand Dollars (\$1,000)

- 4.2.5 The term "**Month**" means a calendar month or such other four (4) to five (5) week period that we may designate (provided that there will not be more than 13 "Months" during any year); and
- 4.2.6 The term "**Net Revenues**" means Gross Revenues net of all amounts due to us under this Agreement, including, without limitation, Royalty Fees, Marketing Contributions (if applicable), Technology Fees, and payments due to us under the Promissory Note (if applicable).
- 4.2.7 The term "**Premiums**" will mean fees that are paid to the insurance carrier for insurance coverage.
- 4.2.8 The term "**Policy Fees**" will mean fees to be paid to the insurance carrier for the issuance of a policy.
- 4.2.9 The "**Royalty Fee**" is an amount charged in consideration of you and your Managers' and Producers' use of our business processes, ongoing carrier relationships, trade secrets, know-how, trade names, trademarks, service marks, logos, emblems, trade dress, intellectual property, and back office support functions. The Royalty Fee will be the following amounts: (a) the greater of (i) twenty percent (20%) of Gross Revenues on insurance policies in their initial term, or (ii) the Minimum Royalty (defined below); and (b) fifty percent (50%) of Gross Revenues on policies in their renewal terms and policies written for existing customers on the same risk profile within a one-year period of the cancellation of their existing policy (also known as "**re-writes**").
- 4.2.10 The "**Technology Fee**" is an amount necessary to reimburse us for our costs of providing Required Software (defined in Section 14 below) to you. The Technology Fee may vary during the term of this Agreement, and we have the right to adjust the amount of the Technology Fee to account for our increased or decreased costs, separate from the Index.
- 4.3 **Monthly Accounting.** Once a Month, the insurance carriers will send a commission report and Commissions earned by you, to us. On the 25th day of each Month, unless this Agreement has been terminated for any reason, we will pay to you the Net Revenues for all policies identified in a commission detail report that we receive from the insurance carrier. If the Agreement has been terminated, then you are no longer entitled to the Net Revenues regardless of when the Commissions were earned. Please note that we expect each insurance carrier to submit commission detail reports on a Monthly basis for all policies written during the preceding Month by no later than the 20th day of the subsequent Month. But, if a carrier does not provide us with a commission detail report (and the applicable Commission) by the 20th day of the Month, or if a policy is not identified in the commission detail report we receive, you will not receive the Gross Revenues for those policies until the insurance carrier provides us with the appropriate report and/or Commissions. We may delay or withhold

payment of Net Revenues — on a policy by policy basis — for any policy for which you fail to observe the risk management procedures we prescribe in the Manual, including that you obtain a signed application from the customer and provide all required documentation. If we review your accounting and client records (as described in Section 12 below) and find that you have not forwarded to us any Premiums, Policy Fees and/or Agency Fees that you collect, we may pay the appropriate Premiums and Policy Fees to the insurance carrier. You will be responsible for reimbursing us for those amounts and the applicable Agency Fees, in addition to paying a fee to us to cover our reasonable expenses in processing those payments and interest on those amounts, at the rate of two percent (2%) per Month, or if less, the maximum rate permitted by law. Entitlement to such interest will be in addition to any other remedies we may have.

4.3.1 You agree to deliver to us all of the reports, statements, and/or other information that is required under Section 12 below, at the time and in the format that we reasonably request.

4.3.2 You agree to establish an arrangement for electronic funds transfer to us, or electronic deposit to us of any payments required under this Agreement. Among other things, to implement this point, you agree to sign and return to us our current form of "ACH - Authorization Agreement for Prearranged Payments (Direct Debits)," a copy of which is attached to this Agreement as Exhibit C (and any replacements for that form that we deem to be periodically needed to implement this Section 4.3.2), and you agree to: (a) comply with the payment and reporting procedures that we may specify in the Manual or otherwise in writing; and (b) maintain an adequate balance in your bank account at all times to pay by electronic means the charges that you owe under this Agreement. If we elect to use ACH withdrawal to sweep payment of fees, then you will not be required to submit a separate payment to us unless you do not maintain sufficient funds to pay the full amount due.

4.3.3 You acknowledge and agree that your obligations to make full and timely payment of Royalty Fees and Marketing Contributions (and all other sums due to us) are absolute, unconditional, fully-earned (by us), and due when you are open and in operation.

4.3.4 You agree that you will not, for any reason, delay or withhold the payment of any amount due to us under this Agreement; put into escrow any payment due to us; set-off payments due to us against any claims or alleged claims that you may allege against us, the Brand Fund, a Regional Fund, affiliates, suppliers, or others. We reserve the right to apply any monies received from you, or from insurance carriers on your behalf, to any of your obligations as we determine and to withhold payment of any monies if this Agreement has been terminated for any reason. You acknowledge and agree that we have the right to set-off as part of Net Revenues any amounts you owe to us.

4.3.5 You agree that if you do not provide us, as requested, with access to your computer system to obtain sales information or, if we require pursuant to Section 12.1.4 below or otherwise, printed and signed sales reports, then we will have the right to impute your sales for any period using (among other things) your sales figures from any Month(s) that we choose (which may be those with your highest grossing sales), and that you agree to pay the royalties on that amount (whether by check or by our deduction of that amount from your direct debit account).

4.3.6 You agree that you will not, whether on grounds of alleged non-performance by us or others, withhold payment of any fee, including, without limitation, Royalty Fees or

Marketing Contributions, nor withhold or delay submission of any reports due under this Agreement.

- 4.4 *No Subordination.* You agree: (a) not to subordinate to any other obligation your obligation to pay us the Royalty Fee and/or any other amount payable to us, whether under this Agreement or otherwise; and (b) that any such subordination commitment that you may give without our prior written consent will be null and void.
- 4.5 *Late Payment.* If we do not (or an applicable marketing fund does not) receive any payment due under this Agreement on or before the due date, then that amount will be deemed overdue and shall be a default under this Agreement. If any payment is overdue, then you agree to pay us, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum (but not more than the maximum rate permitted by law, if any such maximum rate applies). Our entitlement to such interest will be in addition to any other remedies we may have. Any report that we do not receive on or before the due date will also be deemed overdue and shall be a default under this Agreement.
- 4.6 *Other Funds Due.* You agree to pay us, within ten (10) days of our written request (which is accompanied by reasonable substantiating material), any amounts that we have paid, that we have become obligated to pay, and/or that we choose to pay on your behalf.
- 4.7 *Index.* We have the right to adjust, for inflation, all fixed-dollar amounts under this Agreement (except for the Initial Franchise Fee) once a year to reflect changes in the Index from the year in which you signed this Agreement. For the purpose of this Section 4.7, the term "Index" means the Consumer Price Index (1982-84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics ("BLS"). If the BLS no longer publishes the Index, then we will have the right to designate a reasonable alternative measure of inflation.

5 FRANCHISED BUSINESS LOCATION, CONSTRUCTION AND RENOVATION

- 5.1 *Opening Deadline.* You are responsible for purchasing, leasing, or subleasing a suitable site for the Franchised Business. You agree to establish the Franchised Business and have it open and in operation within six (6) months after the Effective Date of this Agreement. **Time is of the essence.**
- 5.2 *Site for the Franchised Business.* As provided in Section 1.2 above, if you do not have (and we have not approved in writing), a location for the Franchised Business as of the Commencement Date, then you must find and obtain the right to occupy (by lease, sublease, or acquisition of the property) premises that we find acceptable to serve as your Franchised Business, all in accordance with the Site Selection Addendum.
- 5.3 *Our Review and Your Responsibilities.* Any reviews that we conduct under this Section 5 and the Site Selection Addendum (if applicable) are for our benefit only. In addition:
- 5.3.1 You acknowledge and agree that our review and approval of a site, lease, sublease, design plans or renovation plans for the Franchised Business does not constitute a recommendation, endorsement, or guarantee of the suitability of that location or the terms of the lease, or sublease, or purchase agreement.
- 5.3.2 You agree to take all steps necessary to determine for yourself whether a particular location and the terms of any lease, sublease, or purchase agreement for the site are beneficial and acceptable to you. Additionally, no matter to what extent (if any)

that we participate in any lease or purchase negotiations, discussions with the landlords or property owners, and/or otherwise in connection with reviewing the lease or purchase agreement, you have to make the final decision as to whether or not the proposed contract is sensible for your business, and the final decision as to whether or not to sign the lease or purchase agreement is yours, and we will not be responsible for the terms and conditions of your lease or purchase agreement.

- 5.3.3 You acknowledge and agree that: (a) any standard layout and plans that we provide to you, as well as any review and comments that we provide to the plans that you develop for your Franchised Business, are not meant to address the requirements of any Operating Codes (as defined in Section 8.7 below); (b) our standard plans or comments to your modified plans, will not reflect the requirements of, nor may they be used for, construction drawings or other documentation that you will need in order to obtain permits or authorization to build a specific Franchised Business; (c) you will be solely responsible to comply with all local laws, requirements, architectural needs, and similar design and construction obligations associated with the site, at your expense; and (d) our review, comment, and approval of your plans will be limited to reviewing those plans to assess compliance with our standards (including issues such as trade dress, presentation of Proprietary Marks, and the provision to the potential customer of certain products and services that are central to the purpose, atmosphere, and functioning of Goosehead Businesses).
- 5.3.4 We will not review nor may our approval be deemed to address whether or not you have complied with any of the Operating Codes, including provisions of the Americans with Disabilities Act (the "ADA"); and you acknowledge and agree that compliance with such laws is and will be your sole responsibility.
- 5.4 *Lease Review.* You agree to provide us with a copy of the proposed lease, sublease, or purchase agreement for the Approved Location, and you agree not to enter into that lease, sublease, or purchase agreement until you have received our written approval. We have the right to condition our approval of the lease, sublease, or purchase agreement upon the inclusion of terms that we find acceptable and that are consistent with our rights and your responsibilities under this Agreement. You also agree to provide us with a copy of the fully signed lease before you begin construction or renovations at the Approved Location.
- 5.5 *Preparing the Site.* You agree that promptly after obtaining possession of the Approved Location, you will do all of the following things:
- 5.5.1 obtain all required zoning permits, all required building, utility, health, sign permits and licenses, and any other required permits and licenses;
- 5.5.2 purchase or lease equipment, fixtures, furniture and signs as required under this Agreement (including the specifications we have provided in writing, whether in the Manual or otherwise);
- 5.5.3 complete the construction and/or remodeling as described in Section 5.6 below; and
- 5.5.4 obtain all customary contractors' partial and final waivers of lien for construction, remodeling, decorating and installation services.
- 5.6 *Construction or Renovation.* In connection with any construction or renovation of the Franchised Business (and before you start any such construction or renovation) you agree to

comply, at your expense, with all of the following requirements, which you agree to satisfy to our reasonable satisfaction:

- 5.6.1 You agree to employ a qualified, licensed architect or engineer to prepare architectural drawings and layout and specifications for site improvement and construction of the Franchised Business based upon our standards and specifications.
- 5.6.2 You agree to comply with all Operating Codes, including, without limitation, the applicable provisions of the ADA regarding the construction and design of the Franchised Business.
- 5.6.3 You are solely responsible for obtaining (and maintaining) all permits and certifications (including without limitation, zoning permits, licenses, construction, building, utility, health, sign permits and licenses) which may be required by state or local laws, ordinances, or regulations (or that may be necessary or advisable due to any restrictive covenants relating to your location) for the lawful construction and operation of the Franchised Business. Upon request, you must certify in writing to us that all such permits and certifications have been obtained.
- 5.6.4 You agree to employ a qualified licensed general contractor to construct the Franchised Business and to complete all improvements.
- 5.6.5 You agree to obtain (and maintain) during the entire period of construction the insurance required under Section 15 below; and you agree to deliver to us such proof of such insurance as we may reasonably require.
- 5.7 *Pre-Opening.* Before opening for business, you agree to meet all of the pre-opening requirements specified in this Agreement, the Manual, and/or that we may otherwise specify in writing.

6 OPERATING PRINCIPAL, PERSONNEL, AND TRAINING

6.1 *Operating Principal and Management.*

- 6.1.1 If you are a corporation, partnership or LLC, you must have an individual owner serve as your "**Operating Principal**." The Operating Principal must supervise the operation of the Franchised Business and must own at least five percent (5%) of the voting and ownership interests in the franchisee entity, unless you obtain our prior written approval for the Operating Principal to hold a smaller interest. The Operating Principal must have qualifications reasonably acceptable to us to serve in this capacity, must have authority over all business decisions related to the Franchised Business, must have the power to bind you in all dealings with us, and must have signed and delivered to us the Guarantee, Indemnification, and Acknowledgement attached to this Agreement as Exhibit A. You may not change the Operating Principal without our prior written approval.
- 6.1.2 You must inform us in writing whether the Operating Principal will assume full-time responsibility for the daily supervision and operation of the Franchised Business. If the Operating Principal will not supervise the Franchised Business on a full-time and daily basis, you must employ a full-time Franchised Business manager (a "**Manager**") with qualifications reasonably acceptable to us, who will assume responsibility for the daily operation of the Franchised Business.

- 6.1.3 The Franchised Business must at all times be under the active full-time management of either you or the Operating Principal or Manager who has successfully completed (to our satisfaction) our initial training program.

6.2 *Initial Management and Employee Training.*

- 6.2.1 Before opening your Franchised Business, you (or if you are an entity, your Operating Principal) and your Manager (if you will employ a Manager) must attend and successfully complete, to our satisfaction, the initial training program we offer for Goosehead Business franchisees at our headquarters or another location that we specify.
- 6.2.2 All of your employees who are licensed to sell insurance ("**Producers**") and/or have access to our database and systems must also attend and complete to our satisfaction, our Producer training program before any Producer is permitted to sell insurance for the Franchised Business or access our database or systems.

6.3 *Additional Obligations and Terms Regarding Training.*

- 6.3.1 If you (or your Operating Principal) or your Manager cease active management or employment at the Franchised Business, then you agree to enroll a qualified replacement (who must be reasonably acceptable to us to serve in that capacity) in our initial training program within thirty (30) days after the former individual ended his/her full time employment and/or management responsibilities. The replacement must attend and successfully complete the basic management training program, to our reasonable satisfaction, as soon as it is practical to do so (in all cases, the replacement shall successfully complete training within 120 days). You must pay our then-current per diem training charges for replacement training.
- 6.3.2 We may require that your Operating Principal, Managers, Producers and employees attend such additional courses, seminars, and other training programs as we may reasonably periodically require.
- 6.3.3 Your Operating Principal, and all of your trainees, Managers, and Producers must sign and deliver to us a personal covenant of confidentiality, an in-term non-competition agreement, and a post-term non-competition agreement in substantially the forms of Exhibit D to this Agreement.
- 6.3.4 Training Costs and Expenses.
 - 6.3.4.1 You will be responsible for all travel, fees, lodging and living expenses, including meals, for you, your Manager(s) or employees, which are incurred in connection with initial and additional training. In addition, except for the initial management training for you and your Manager, we may charge you our then-current per diem training charges, and/or require a deposit, for any other training that we provide.
 - 6.3.4.2 You also agree to cover all of your employees at all times (including the pre-opening period, and including those attending training) under the insurance policies required in Section 15 below.

6.3.4.3 We have the right to reduce the duration or content of the training program for any trainee who has prior experience with our System or in similar businesses.

6.4 *Conventions and Meetings.* You agree to attend the conventions and meetings that we may periodically require and to pay a reasonable fee (if we charge a fee) for each person who is required to attend (and, if applicable, additional attendees that you choose to send as well). You will also be responsible for all of the other costs of attendance, including travel, room and board, and your employees' wages, benefits and other expenses.

7 PURCHASE AND SALE OF PRODUCTS AND SERVICES

While your Franchised Business will focus principally on the provision of Services, you may also offer certain products at your Franchised Business. This Section 7 addresses those items.

7.1 *Insurance Products and Services.* You agree that you may offer for sale only such insurance products and services that conform to our specification and quality standards that we have approved ("**Approved Insurance Products**") and only through insurance carriers and brokers that we make available to you through our appointment process ("**Approved Carriers**"). You are required to offer for sale only the Approved Insurance Products that we have approved (and which we have not subsequently disapproved) with Approved Carriers. In this regard, the parties further agree:

7.1.1 In determining whether we will approve any particular insurance carrier or broker or any particular product or service with an Approved Carrier, we will consider various factors, including: (a) whether the insurance carrier or broker can demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for insurance products or services; (b) whether the insurance carrier or broker has adequate quality controls and capacity to properly serve our clients; (c) whether approval of the insurance carrier or broker or a particular product or service would enable the System, in our sole opinion, to take advantage of marketplace efficiencies; and (d) whether the insurance carrier or broker will sign an agreement in the form that we may require;

7.1.2 For the purpose of this Agreement, the phrase "insurance carriers and brokers" includes, but is not limited to, insurance carriers, distributors, brokers, resellers, and other vendors in the insurance industry.

7.1.3 With regard to the Approved Insurance Products offered by you, the Approved Carriers will set the policy prices, and we will set the Agency Fees.

7.1.4 If you want to sell any insurance products or services from an unapproved insurance carrier or broker or any unapproved insurance products or services from an Approved Carrier, then you must first submit a written request to us asking for our prior written approval. You agree not to sell any unapproved insurance products or services from any unapproved carriers or brokers or from any Approved Carriers unless and until we have given you our prior written consent to do so. We have the right to require that our representatives be permitted to investigate the new insurance product, interview the new insurance carrier or broker, inspect its financials (as needed), investigate and interview references, and otherwise analyze the need for the desired insurance product, service, carrier, or broker. Either you or the proposed new insurance carrier or broker may be required to pay us a charge (which will not exceed the reasonable and actual cost of the interviews, investigations, and analyses). Depending upon the

type of insurance product or service for which approval is sought, or for which a new approved insurance carrier or broker is proposed, we anticipate providing our response to the request within four to twelve weeks after receipt of the request and the accompanying information. We also may require that the proposed new insurance carrier or broker comply with certain other requirements that we deem appropriate.

- 7.1.5 We reserve the right, at our option, to periodically re-inspect or re-analyze any Approved Insurance Product or any Approved Carrier and to revoke our approval if the insurance product or service or the insurance carrier or broker does not continue to meet any of our then current criteria or standards. We do not generally make our criteria for approval of insurance products, services, carriers, or brokers available to you, but we may elect to do so if you ask. We may impose limits on the number of Approved Insurance Products and Approved Carriers. We may revoke our approval of an Approved Insurance Product or Approved Carrier at our sole discretion at any time and for any reason by providing you written notice or through a change to the Manual.
- 7.1.6 We are not required to approve any particular insurance product or service or appoint any particular insurance carrier or broker. Any approval of insurance products or services or any insurance carrier or broker (which may include us or our affiliates) is at our sole discretion.
- 7.1.7 You acknowledge and agree that we have the right to collect and retain all marketing allowances, rebates, contingencies, credits, monies, payments or benefits (collectively, "**Insurance Allowances**") offered by Approved Carriers to us (or our affiliates) based upon your sale of Approved Insurance Products. These Insurance Allowances include those based on growth and volume metrics and/or loss ratios. You assign to us or our designee all of your right, title and interest in and to any and all such Insurance Allowances and authorize us (or our designee) to collect and retain any or all such Insurance Allowances without restriction.
- 7.2 *Prohibited Insurance Products.* You acknowledge and agree that your Franchised Business will not offer for sale such insurance products or services which we have prohibited you from using and/or selling ("**Prohibited Insurance Products**"). Prohibited Insurance Products will include selling any insurance services or products other than Approved Insurance Products through Approved Carriers. We may periodically provide you with a list of Prohibited Insurance Products. You also acknowledge and agree that if your Franchised Business uses or sells any Prohibited Insurance Products, then we will have the right to immediately terminate this Agreement upon notice pursuant to Section 17.2.16 below.
- 7.3 *Non-Insurance Products and Services.* We may require that you purchase or offer for sale any non-insurance products or services used in the operation of the Franchised Business ("**Approved Products and Services**") only from suppliers, manufacturers, and brokers approved by us and/or our affiliates ("**Approved Suppliers**"). In this regard, the parties further agree:
 - 7.3.1 In determining whether we will approve any particular supplier, we will consider various factors, including: (a) whether the supplier can demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for such items; (b) whether the supplier has adequate quality controls and capacity to supply your needs promptly and reliably; (c) whether approval of the supplier would enable the System, in our sole opinion, to take advantage of marketplace efficiencies; and (d) whether the supplier will sign a confidentiality agreement and a license agreement in the form that we may require (which may

include a royalty fee for the right to use our Proprietary Marks and any other proprietary rights, recipes, and/or formulae).

- 7.3.2 For the purpose of this Agreement, the term "supplier" includes, but is not limited to, service providers, manufacturers, non-insurance brokers and other vendors.
- 7.3.3 You acknowledge and agree that we have the right to appoint only one supplier for a particular Approved Product and Service (which may be us or one of our affiliates).
- 7.3.4 You may be required to use and/or offer for sale any of the Approved Products and Services that we designate.
- 7.3.5 You must maintain at all times an inventory of Approved Products and Services related to the Franchised Business sufficient in quantity, quality and variety to realize your Franchised Business's full potential.
- 7.3.6 You agree we have the right to establish one or more strategic alliances or preferred vendor programs with one or more nationally or regionally-known suppliers that are willing to supply all or some Goosehead Businesses with some or all of the products and/or services that we require for use and/or sale in the development and/or operation of Goosehead Businesses, notwithstanding anything to the contrary contained in this Agreement. In this event, we may limit the number of Approved Suppliers with whom you may deal, designate sources that you must use for some or all Products and Services, and/or refuse any of your requests if we believe that this action is in the best interests of the System or the network of Goosehead Businesses. We have the right to approve or disapprove of the suppliers who may be permitted to sell products to you. Any of our affiliates that sell products to you will do so at our direction. If you are in default of this Agreement, we reserve the right to direct our affiliates not to sell products to you, or to withhold certain discounts which might otherwise be available to you.
- 7.3.7 You acknowledge and agree that we have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, contingencies, credits, monies, payments or benefits (collectively, "**Product Allowances**") offered by suppliers to you or to us (or our affiliates) based upon your purchases of Products and Services or other goods and services. These Product Allowances include those based on purchases of Products and Services, other products and services, paper goods, ink, and other items (such as packaging). You assign to us or our designee all of your right, title and interest in and to any and all such Product Allowances and authorize us (or our designee) to collect and retain any or all such Product Allowances without restriction.
- 7.4 **Prohibited Products.** You acknowledge and agree that your Franchised Business will not use and/or offer for sale such products or services which we have prohibited you from using and/or selling ("**Prohibited Products and Services**"). Prohibited Products and Services include (1) any product or service that we have explicitly prohibited in the Manual; and (2) any product or service that stores or uses Confidential Information (as defined herein) that has not been approved by us pursuant to Section 7.4.1. We may periodically update the list of Prohibited Products and Services. You also acknowledge and agree that if your Franchised Business uses or sells any Prohibited Products and Services, we will have the right to immediately terminate this Agreement upon notice pursuant to Section 17.2.16 below.

7.4.1 If you want to buy any products, services or any item from an unapproved supplier that stores or uses Confidential Information, then you must first submit a written request to us asking for our prior written approval. You agree not to buy from any such supplier unless and until we have given you our prior written consent to do so. We have the right to require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered to us. You (or the supplier) may be required to pay a charge, not to exceed the reasonable cost of the inspection, as well as the actual cost of the test. We have the right to also require that the supplier comply with such other requirements that we have the right to designate, including payment of reasonable continuing inspection fees and administrative costs and/or other payment to us by the supplier on account of their dealings with you or other franchisees, for use of our trademarks, and for services that we may render to such suppliers. We also reserve the right, at our option, to periodically re-inspect the facilities and products of any such Approved Supplier and to revoke our approval if the supplier does not continue to meet any of our then-current criteria. We are not required to approve any particular supplier, nor to make available our standards, specifications, or formulas to prospective suppliers, which we have the right to deem confidential.

7.5 *Use of the Marks.* You must require all marketing materials, signs, decorations, paper goods (including, without limitation, and all forms and stationery used in the Franchised Business), and other items which we may designate to bear the Proprietary Marks in the form, color, location, and manner we prescribe (and subject to our prior written approval, for example as provided in Section 13.8 below).

8 YOUR DUTIES

In addition to all of the other duties specified in this Agreement, for the sake of brand enhancement and protection, you agree to all of the following:

8.1 *Importance of Following Standards.* You understand and acknowledge that every detail of the Franchised Business is important to you, to us, and to other Goosehead Business franchisees and licensees in order to develop and maintain high operating standards, to provide superior customer service to customers and participants, to increase the demand for the services and products sold, by all franchisees, and to protect and enhance the reputation and goodwill associated with our brand.

8.2 *Opening.* In connection with the opening of the Franchised Business:

8.2.1 You agree to conduct, at your expense, such promotional and marketing activities as we may require.

8.2.2 You agree to open the Franchised Business by the date specified in Section 5.1 above.

8.2.3 You will not open the Franchised Business until we have determined that all construction, if any, has been substantially completed, and that such construction conforms to our standards including to materials, quality of work, signage, decor, paint, and equipment.

8.2.4 You agree not to open the Franchised Business until all required individuals have successfully completed all training that we require.

- 8.2.5 You will not open the Franchised Business until we have verified your compliance with this Section 8.2 and have given you our prior written approval to open, which we will not unreasonably withhold.

8.3 *Staffing.*

- 8.3.1 You agree to maintain a competent, conscientious staff in numbers sufficient to maintain the full-time operation of the Franchised Business and as necessary or appropriate for providing quality client experience according to our standards. We may provide requirements for certain positions that we may establish from time to time and which will be set forth in our Manual.

- 8.3.2 For the sake of efficiency and to enhance and protect our brand you and your staff must, at all times, cooperate with us and with our representatives, and conduct the operation of the business in a first-class and professional manner in terms of dealing with customers, referral partners, vendors, and our staff.

- 8.3.3 Your employees must comply with such professional attire standards as we may periodically require. We may also require that you and your employees comply with personal appearance standards (including dress code, shoes, hair color, body art, piercing, sanitation and personal hygiene, foundation garments, personal displays at work stations, etc.).

8.4 *Operation According to Our Standards.* To ensure that the highest degree of quality and service is maintained, you agree to operate your Franchised Business in strict conformity with such methods, standards, and specifications that we may periodically require in the Manual or otherwise in writing. In this regard, you agree to do all of the following:

- 8.4.1 You agree to use at all times only the items, products, services, materials, and supplies that meet our written standards and specifications, and you also agree not to deviate from our standards and specifications by using or offering any non-conforming items without our specific prior written consent.

- 8.4.2 You agree: (a) to sell or offer for sale only those Approved Insurance Products and Approved Products and Services using the standards and techniques that we have approved in writing for you to offer and use at your Franchised Business; (b) to sell or offer for sale all Approved Insurance Products and Approved Products and Services using the standards and techniques that we specify in writing; (c) not to deviate from our standards and specifications; (d) to stop using and offering for use any insurance products or services or any non-insurance products or services that we at any time disapprove in writing (recognizing that we have the right to do so at any time); and (e) that if you propose to deviate (or if you do deviate) from our standards and specifications (unless we have approved such deviation in writing), that result from the deviation will become our property.

- 8.4.3 You agree to buy and install, at your expense, all fixtures, furnishings, equipment, decor, and signs as we may specify, and to periodically make upgrades and other changes to such items at your expense as we may reasonably request in writing. Without limiting the above, you acknowledge and agree that changes in our System standard may require you to purchase new and/or additional equipment for use in the Franchised Business.

- 8.4.4 You agree not to install or permit to be installed on or about the premises of the Franchised Business, without our prior written consent, any fixtures, furnishings, equipment, machines, décor, signs, or other items that we have not previously in writing approved as meeting our standards and specifications.
- 8.4.5 You agree to immediately suspend operation of (and close) the Franchised Business if: (a) any products or services sold at the Franchised Business deviate from our standards; and/or (b) you fail to maintain the Franchised Business premises, personnel, or operation of the Franchised Business in accordance with this Agreement, the Manual, or any applicable law or regulations. In the event of such closing, you agree to immediately notify us, in writing, and also remedy the unsafe, or other condition or other violation of the applicable law or regulation. You agree not to reopen the Franchised Business until after we have determined that you have corrected the condition.
- 8.4.6 You agree to immediately notify us in writing if you or any of your Principals, Managers, Producers, or other employees lose their insurance license or are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that is likely to have an adverse effect on the System, the Proprietary Marks, your insurance license or the insurance license of any of your Principals, Managers, Producers, or employees, the goodwill associated therewith, or our interest therein.
- 8.5 *Use of the Approved Location Premises.* You may only use the Approved Location for the purpose of operating the Franchised Business and for no other purpose. You agree not to co-brand or permit any other business to operate at the Approved Location without our written consent.
- 8.6 *Hours and Days of Operation.* You agree to keep the Franchised Business open and in normal operation for such hours and days as we may periodically specify in the Manual or as we may otherwise approve in writing.
- 8.7 *Operating Codes.* You agree to fully and faithfully comply with all Operating Codes applicable to your Franchised Business. You will have the sole responsibility to fully and faithfully comply with any Operating Codes, and we will not review whether you are in compliance with any Operating Codes. The term "**Operating Codes**" means applicable federal, state, and local laws, codes, ordinances, and/or regulations that apply to the Services, products, construction and design of the Franchised Business and other aspects of operating the Franchised Business, including the ADA. You must furnish to us, within three (3) days of your receipt, a copy of all notices from inspection reports, complaints, warnings, citations, certificates, and/or ratings resulting from inspections conducted or complaints received by any federal, state or municipal agency with jurisdiction over the Franchised Business. You must also obtain and maintain during the term of this Agreement all licenses and approvals from any governmental or regulatory agency required for the operation of the Franchised Business or provision of the Services you will offer, sell, and provide. Where required, you must obtain the approval of any regulatory authority with jurisdiction over the operation of your Franchised Business. You acknowledge that we will have no liability to you or any regulatory authority for any failure by you to obtain or maintain during the term of this Agreement any necessary licenses or approvals required for the operation of the Franchised Business.
- 8.8 *Your Franchised Business:*
- 8.8.1 *Franchised Business Condition, Maintenance.* You agree that at all times, you will maintain the Franchised Business in a high degree of repair and condition. In

addition, you agree to make such repairs and replacements to the Franchised Business as may be required for that purpose (but no others without our prior written consent), including the periodic repainting or replacement of obsolete signs, furnishings, equipment, and decor that we may reasonably require. Your maintenance and upkeep obligations under this Section 8.8.1 are separate from those with respect to periodic upgrades that we may require regarding fixtures, furnishings, equipment, decor, and signs.

8.9 *Use of the Marks.* You will require all marketing and promotional materials, signs, decorations, merchandise, any and all replacement trade dress products, and other items that we may designate to bear our then-current Proprietary Marks and logos in the form, color, location, and manner that we have then-prescribed.

8.10 *If You Are an Entity:*

8.10.1 *Corporate Franchisee.* If you are a corporation, then you agree to: (a) confine your activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Franchised Business; (b) maintain stop transfer instructions on your records against the transfer of any equity securities and will only issue securities upon the face of which a legend, in a form satisfactory to us, appears which references the transfer restrictions imposed by this Agreement; (c) not issue any voting securities or securities convertible into voting securities; and (d) maintain a current list of all owners of record and all beneficial owners of any class of voting stock of your company and furnish the list to us upon request.

8.10.2 *Partnership/LLP Franchisee.* If you are a partnership or a limited liability partnership (LLP), then you agree to: (a) confine your activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Franchised Business; (b) furnish us with a copy of your partnership agreement as well as such other documents as we may reasonably request; and any amendments thereto; (c) prepare and furnish to us, upon request, a current list of all of your general and limited partners; and (d) consistent with the transfer restrictions set out in this Agreement, maintain instructions against the transfer of any partnership interests without our prior written approval.

8.10.3 *LLC Franchisee.* If you are a limited liability company (LLC), then you agree to: (a) confine your activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Franchised Business; (b) furnish us with a copy of your articles of organization and operating agreement, as well as such other documents as we may reasonably request; and any amendments thereto; (c) prepare and furnish to us, upon request, a current list of all members and managers in your LLC; and (d) maintain stop transfer instructions on your records against the transfer of equity securities and will only issue securities upon the face of which bear a legend, in a form satisfactory to us, which references the transfer restrictions imposed by this Agreement.

8.10.4 *Guarantees.* You agree to obtain, and deliver to us, a guarantee of your performance under this Agreement and covenant concerning confidentiality and competition, in the form attached as Exhibit A, from each current and future direct and indirect: (a) shareholder of a corporate Franchisee; (b) member of a limited liability company Franchisee; (c) partner of a partnership Franchisee; and/or (d) partner of a limited liability partnership Franchisee.

- 8.11 *Quality-Control and Customer Survey Programs.* We may periodically designate an independent evaluation service to conduct a "mystery shopper," "customer survey," and/or similar quality-control and evaluation programs with respect to Goosehead Businesses. You agree to participate in such programs as we require, and promptly pay the then-current charges of the evaluation service. If you receive an unsatisfactory or failing report in connection with any such program, then you agree to: (a) immediately implement any remedial actions we require; and (b) reimburse us for the expenses we incur as a result thereof (including the cost of having the evaluation service re-evaluate the Franchised Business, our inspections of the Franchised Business, and other costs or incidental expenses).
- 8.12 *Prices.* You agree that we may set reasonable restrictions on the maximum and minimum prices you may charge for Agency Fees (these may be different from state to state).
- 8.13 *Environmental Matters.* We are committed to working to attain optimal performance of Goosehead Businesses with respect to environmental, sustainability, and energy performance. We each recognize and agree that there are changing standards in this area in terms of applicable law, competitors' actions, consumer expectations, obtaining a market advantage, available and affordable solutions, and other relevant considerations. In view of those and other considerations, as well as the long-term nature of this Agreement, you agree that we have the right to periodically set reasonable standards with respect to environmental, sustainability, and energy for the System through the Manual, and you agree to abide by those standards.
- 8.14 *Innovations.* You agree to disclose to us all products, services, ideas, concepts, methods, techniques and information conceived or developed by you, your affiliates, owners and/or employees during the term of this Agreement relating to the development and/or operation of the Goosehead Businesses. All such products, services, ideas, concepts, methods, techniques, and information will be deemed to be our sole and exclusive property and works made-for-hire for us. You hereby grant to us (and agree to obtain from your affiliates, owners, employees, and/or contractors), a perpetual, non-exclusive, and worldwide right to use any such products, services, ideas, concepts, methods, techniques and information in any businesses that we and/or our affiliates, franchisees and designees operate. We will have the right to use those ideas, concepts, methods, techniques, and/or products without making payment to you. You agree not to use or allow any other person or entity to use any such product, service, idea, concept, method, technique or information without obtaining our prior written approval.
- 8.15 *Performance Standards.* You recognize that your active development of the Franchised Business is important to the effective development of the System and that we have entered into this Agreement in reliance upon your express obligation to actively implement the System. Therefore, you acknowledge and agree that, beginning six (6) months after the Commencement Date, and after notice to you, we will have the right to identify and implement quantitative operational performance standards (for example, the number of insurance policies written in a specific line of business or in the aggregate) upon which your development and active implementation of the System will be evaluated (the "**Performance Standards**"). If your performance under the Performance Standards fails to meet or exceed the performance of the lowest twenty-five percent (25%) of all franchised Goosehead Businesses operating under the System (the "**Bottom Quartile**"), as we determine, in any one (1) fiscal quarter of any fiscal year, we may elect to: (a) require you and such other of your employees, as we determine, to attend and complete to our satisfaction such additional training programs that we deem necessary; or (b) provide such on-site assistance and consultation as we deem necessary. If, in our sole discretion, your performance under the Performance Standards fails to meet or exceed the Performance Standards of the Bottom Quartile due to your failure to devote full

time and attention to the operation of the Franchised Business, then you will be in default of this Agreement. If you are in default pursuant to this Section 8.15, you will be required to cure the default by improving your performance on the Performance Standards to meet or exceed the Bottom Quartile within the ninety (90) day period following your receipt of written notice from us. If you fail to cure the default within such ninety (90) day period, then your agency will be terminated pursuant to Section 17.2 below. In the event we provide any such additional training, assistance or consultation, you will be responsible for all costs and expenses for that training, assistance or consultation, which may include a fee payable to us. If you fail to improve your performance under the Performance Standards by at least ten percent (10%), and fail to meet or exceed the performance of the Bottom Quartile in each subsequent fiscal quarter, we may, in our discretion, deem such failure to be a default of this Agreement, which may result in termination pursuant to Section 17.3 below.

- 8.16 *Franchisee Advisory Council.* We may establish an organization to facilitate communication between us and franchisees operating under the Proprietary Marks and the System (the "**Franchisee Advisory Council**"). In the event that we form the Franchisee Advisory Council, you agree to fully participate in the Franchisee Advisory Council if requested by us. The Franchisee Advisory Council may be terminated or dissolved by us at any time.

9 PROPRIETARY MARKS

- 9.1 *Our Representations.* We represent to you that we own (or have an appropriate license to) all right, title, and interest in and to the Proprietary Marks, and that we have taken (and will take) all reasonably necessary actions to preserve and protect the ownership and validity in, and of, the Proprietary Marks.
- 9.2 *Your Agreement.* With respect to your use of the Proprietary Marks, you agree that:
- 9.2.1 You will use only the Proprietary Marks that we have designated in writing, and you will use them only in the manner we have authorized and permitted in writing; and all items bearing the Proprietary Marks must bear the then-current logo.
- 9.2.2 You will use the Proprietary Marks only for the operation of the business franchised under this Agreement and only at the location authorized under this Agreement, or in franchisor-approved marketing for the business conducted at or from that location (subject to the other provisions of this Agreement).
- 9.2.3 Unless we otherwise direct you in writing to do so, you agree to operate and advertise the Franchised Business only under the name "Goosehead Insurance" without prefix or suffix.
- 9.2.4 During the term of this Agreement and any renewal of this Agreement, you will identify yourself (in a manner reasonably acceptable to us) as the owner of the Franchised Business in conjunction with any use of the Proprietary Marks, including uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business as we may designate in writing.
- 9.2.5 Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof will constitute an infringement of our rights.

- 9.2.6 You agree not to use the Proprietary Marks to incur any obligation or indebtedness on our behalf unless expressly authorized by this Agreement (e.g. to sell Approved Insurance Products).
- 9.2.7 You agree not to use the Proprietary Marks:
- 9.2.7.1 as part of your corporate or other legal name;
 - 9.2.7.2 as part of your identification in any e-mail address, domain name, or other electronic medium (except as otherwise provided in Section 14.10.3 below); and/or
 - 9.2.7.3 in connection with any employment or H.R. documents (including employment applications, paychecks, pay stubs, and employment agreements).
- 9.2.8 You agree to execute any documents that we (or our affiliates) deem necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.
- 9.2.9 With respect to litigation involving the Proprietary Marks, the parties agree that:
- 9.2.9.1 You agree to promptly notify us of any suspected infringement of the Proprietary Marks, any known challenge to the validity of the Proprietary Marks, or any known challenge to our ownership of, or your right to use, the Proprietary Marks licensed under this Agreement. You acknowledge and agree that we will have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. We will also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks.
 - 9.2.9.2 If you used the Proprietary Marks in accordance with this Agreement, then we will defend you at our expense against any third party claim, suit, or demand involving the Proprietary Marks arising out of your use thereof. If you used the Proprietary Marks in a manner that does not comply with this Agreement, then we will still defend you, but at your expense, against such third party claims, suits, or demands.
 - 9.2.9.3 We agree to reimburse you for your out-of-pocket travel costs in doing such acts and things as we may require, and you will bear the salary costs of your employees, and we will bear the costs of any judgment or settlement, unless such litigation is the result of your use of the Proprietary Marks in a manner that does not comply with this Agreement.
 - 9.2.9.4 To the extent that such litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, then you agree to reimburse us (upon our request, which may be periodic and/or upon the conclusion of the proceedings) for the cost of such litigation and/or upon our written request, pay our legal fees directly (your obligation under this Section includes reasonable attorneys' fees, court costs, discovery costs, and all other related expenses, as well as the cost of any judgment or settlement).

9.2.9.5 If we undertake the defense or prosecution of any litigation or other similar proceeding relating to the Proprietary Marks, then you agree to sign any and all documents, and do those acts and things that may, in our counsel's opinion, be necessary to carry out the defense or prosecution of that matter (including becoming a nominal party to any legal action).

9.3 **Your Acknowledgements.** You expressly understand and acknowledge that:

9.3.1 We own all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them.

9.3.2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System.

9.3.3 Neither you nor any of your owners, principals, or other persons acting on your behalf will directly or indirectly contest the validity or our ownership of the Proprietary Marks, nor will you, directly or indirectly, seek to register the Proprietary Marks with any government agency (unless we have given you our express prior written consent to do so).

9.3.4 Your use of the Proprietary Marks does not give you any ownership interest or other interest in or to the Proprietary Marks, except the license granted by this Agreement.

9.3.5 Any and all goodwill arising from your use of the Proprietary Marks will inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license granted as part of this Agreement, there will be no monetary amount assigned as attributable to any goodwill associated with your use of our System or of our Proprietary Marks.

9.3.6 The right and license of the Proprietary Marks that we have granted to you under this Agreement is non-exclusive, and we therefore have the right, among other things:

9.3.6.1 To use the Proprietary Marks ourselves in connection with selling Services and products;

9.3.6.2 To grant other licenses for the Proprietary Marks, in addition to licenses we may have already granted to existing franchisees; and

9.3.6.3 To develop and establish other systems using the same or similar Proprietary Marks, or any other proprietary marks, and to grant licenses or franchises for those other marks without giving you any rights to those other marks.

9.4 **Change to Marks.** We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating as part of the System if our currently owned Proprietary Marks no longer can be used, or if we determine, exercising our right to do so, that substitution of different Proprietary Marks will be beneficial to the System. In such circumstances, your right to use the substituted proprietary marks will be governed by (and pursuant to) the terms of this Agreement.

10 **CONFIDENTIAL BRAND STANDARDS MANUAL**

10.1 **You Agree to Abide by the Manual.** In order to protect our reputation and goodwill and to maintain high standards of operation under our Proprietary Marks, you agree to conduct your

business in accordance with the written instructions that we provide, including the Manual. We will lend to you (or permit you to have access to) one (1) copy of our Manual, only for the term of this Agreement, and only for your use in connection with operating the Franchised Business during the term of this Agreement.

10.2 *Format of the Manual.* We will have the right to provide the Manual in any format we determine is appropriate (including paper and/or by making some or all of the Manual available to you only in electronic form, such as through an internet website or an extranet). If at any time we choose to provide the Manual electronically, you agree to immediately return to us any and all physical copies of the Manual that we have previously provided to you.

10.3 *We Own the Manual.* The Manual will at all times remain our sole property and you agree to promptly return the Manual when this Agreement expires or if it is terminated.

10.4 *Confidentiality and Use of the Manual.*

10.4.1 The Manual contains our proprietary information and you agree to keep the Manual confidential both during the term of this Agreement and after this Agreement expires and/or is terminated. You agree that, at all times, you will insure that your copy of the Manual will be available at the Franchised Business premises in a current and up-to-date manner. Whenever the Manual is not in use by authorized personnel, you agree to maintain secure access to the Manual at the premises of the Franchised Business, and you agree to grant only authorized personnel (as defined in the Manual) with access to the security protocols for the Manual.

10.4.2 You agree to never make any unauthorized use, disclosure, and/or duplication the Manual in whole or in part.

10.5 *You Agree to Treat Manual as Confidential.* You agree that at all times, you will treat the Manual, any other manuals that we create (or approve) for use in the operation of the Franchised Business, and the information contained in those materials, as confidential, and you also agree to use your best efforts to maintain such information as secret and confidential. You agree that you will never copy, duplicate, record, or otherwise reproduce those materials, in whole or in part, nor will you otherwise make those materials available to any unauthorized person.

10.6 *Which Copy of the Manual Controls.* You agree to keep your copy of the Manual only at the Franchised Business (and as provided in Section 10.4 above) and also to insure that the Manual are kept current and up to date. You also agree that if there is any dispute as to the contents of the Manual, the terms of the master copy of the Manual that we maintain in our home office will be controlling. Access to any electronic version of the Manual will also be subject to our reasonable requirements with respect to security and other matters, as described in Section 14 below.

10.7 *Revisions to the Manual.* We have the right to revise the contents of the Manual whenever we deem it appropriate to do so, and you agree to make corresponding revisions to your copy of the Manual and to comply with each new or changed standard.

10.8 *Modifications to the System.* You recognize and agree that we may periodically change or modify the System and you agree to accept and use for the purpose of this Agreement any such change in the System (which may include, among other things, new or modified trade names, service marks, trademarks or copyrighted materials, new products, new techniques, as if they were part of this Agreement at the time when you and we signed this Agreement;

provided the financial burden placed upon you is not substantial). You agree to make such expenditures and such changes or modifications as we may reasonably require pursuant to this Section and otherwise in this Agreement.

11 CONFIDENTIAL INFORMATION

11.1 Confidentiality.

- 11.1.1 You agree that you will not, during the term of this Agreement or at any time thereafter, communicate, divulge, or use (for yourself and/or for the benefit of any other person, persons, partnership, entity, association, or corporation) any Confidential Information that may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement. You agree that you will divulge our Confidential Information only to those of your employees as must have access to it in order to operate the Franchised Business.
- 11.1.2 Any and all information, knowledge, know-how, and techniques that we designate as confidential will be deemed Confidential Information for purposes of this Agreement, except information that you can demonstrate came to your attention before disclosure of that information by us; or which, at or after the time of our disclosure to you, had become or later becomes a part of the public domain, through publication or communication by another party that has the right to publish or communicate that information.
- 11.1.3 Any employee who may have access to any Confidential Information regarding the Franchised Business must execute a covenant that the employee will maintain the confidentiality of information they receive in connection with their association with you. Such covenants must be on a form that we provide, which form will, among other things, designate us as a third party beneficiary of such covenants with the independent right to enforce them.
- 11.1.4 You recognize that our parent, Goosehead Insurance, Inc., is a publicly traded company on the NASDAQ stock exchange. You acknowledge and agree that you will comply with all United States and other applicable securities laws that prohibit any person who has received material nonpublic information relating to Goosehead Insurance, Inc., from purchasing or selling securities of Goosehead Insurance, Inc. or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
- 11.1.5 As used in this Agreement, the term "**Confidential Information**" includes, without limitation, our business concepts and plans, operating techniques, marketing methods, processes, vendor information, referral partner information, results of operations and quality control information, financial information, demographic and trade area information, market penetration techniques, plans, or schedules, the Manuals, customer lists, customer data, insurance carrier information, insurance policy information, underwriting guidelines, research, profiles, preferences, or statistics, itemized costs, franchisee composition, territories, and development plans, and all related trade secrets or other confidential or proprietary information treated as such by us, whether by course of conduct, by letter or report, or by the use of any appropriate proprietary stamp or legend designating such information or item to be confidential or proprietary, by any communication to such effect made prior to or at the time any Confidential Information is disclosed to you.

- 11.2 *Consequences of Breach.* You acknowledge and agree that any failure to comply with the requirements of this Section 11 will cause us irreparable injury, and you agree to pay all costs (including, without limitation, reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 11.

12 ACCOUNTING, FINANCIAL AND OTHER RECORDS, AND INSPECTIONS

12.1 *Accounting Records and Sales Reports.*

- 12.1.1 With respect to the operation and financial condition of the Franchised Business, we will have the right to designate, and you agree to adopt, the fiscal year and interim fiscal periods that we decide are appropriate for the System.
- 12.1.2 With respect to the Franchised Business, you agree to maintain for at least seven (7) years during (as well as after) the term of this Agreement (and also after any termination and/or transfer), full, complete, and accurate books, records, and accounts prepared in accordance with generally accepted accounting principles and in the form and manner we have prescribed periodically in the Manual or otherwise in writing, including: (a) cash disbursements and weekly payroll journal and schedule; (b) monthly bank statements, daily deposit slips and cancelled checks; (c) all tax returns; (d) supplier's invoices (paid and unpaid); (e) semi-annual fiscal period balance sheets and fiscal period profit and loss statements; (f) operational schedules; and (g) such other records that we may periodically and reasonably request.
- 12.1.3 We have the right to specify the accounting software and a common chart of accounts, and, if we do so, you agree to use that software and chart of accounts (and require your bookkeeper and accountant to do so) in preparing and submitting your financial statements to us. We have the right to require you to use only an approved bookkeeping service and an approved independent certified public accountant. You agree to provide to the accounting service provider complete and accurate information that we or the accounting service provider require, and agree that we will have full access to the data and information that you provide to the accounting service provider or through the designated program. Additionally, if you fail to comply with the accounting standards and requirements under this Agreement, we may require that you use an approved independent bookkeeper and/or independent accounting firm and/or services and programs.
- 12.1.4 Each Month, you agree to submit to us, in the form we specify and/or utilizing our Required Software (defined in Section 14 below), a report for the immediately preceding Month. You agree to submit the report to us by whatever method that we reasonably require (whether electronically through your use of our Required Software or otherwise) for our receipt no later than the times required under Section 4.3 above. You agree that if do not submit those reports to us in a timely manner, we will have the right to charge you for the costs that we incur in auditing your records.

12.2 *Financial Statements.*

- 12.2.1 If we require you to do so, you agree to provide us, at your expense, and in a format that we reasonably specify, a complete set of annual financial statements prepared on a review basis by an independent certified public accountant (as to whom we do not have a reasonable objection) within ninety (90) days after the end of each fiscal year of the Franchised Business during the term of this Agreement. Your financial

statements must be prepared according to generally accepted accounting principles, include a fiscal year-end balance sheet, an income statement of the Franchised Business for that fiscal year reflecting all year-end adjustments, and a statement of changes in your cash flow reflecting the results of operations of the Franchised Business during the most recently completed fiscal year.

- 12.2.2 In addition, if we require, no later than the twentieth (20th) day after each Month (or, if we elect, other periodic time period) during the term of this Agreement after the opening of the Franchised Business, you will submit to us, in a format acceptable to us (or, at our election, in a form that we have specified): (a) a fiscal period and fiscal year-to-date profit and loss statement and a quarterly balance sheet (which may be unaudited) for the Franchised Business; and (b) upon request, reports of those income and expense items of the Franchised Business that we periodically specify for use in any revenue, earnings, and/or cost summary we choose to furnish to prospective franchisees (provided that we will not identify to prospective franchisees the specific financial results of the Franchised Business);
- 12.2.3 You must certify as correct and true all reports and information that you submit to us pursuant to this Section 12.2.
- 12.2.4 You agree that upon our request, and for a limited period of time, you will provide us (and/or our agents, such as our auditors) with passwords and pass codes necessary for the limited purpose of accessing your computer system in order to conduct the inspections specified in this Section 12. You also agree that you will change all passwords and pass codes after the inspection is completed.
- 12.3 *Additional Information.* You also agree to submit to us (in addition to the reports required pursuant to Section 12.1 above), for review or auditing, such other forms, reports, records, information, and data as and when we may reasonably designate, in the form and format, and at the times and places as we may reasonably require, upon request and as specified periodically in the Manual or otherwise in writing, including: (a) information in electronic format; (b) restated in accordance with our financial reporting periods; (c) consistent with our then-current financial reporting periods and accounting practices and standards; and/or (d) as necessary so that we can comply with reporting obligations imposed upon us by tax authorities with jurisdiction over the Franchised Business and/or our company. The reporting requirements of this Section 12.3 will be in addition to, and not in lieu of, the electronic reporting required under Section 14 below.
- 12.4 *Our Right to Inspect Your Books and Records.* We have the right at all reasonable times to examine, copy, and/or personally review or audit (at our expense) all of your sales receipts, books, records, and sales and income tax returns in person or through electronic access (at our option). We will also have the right, at any time, to have an independent audit made of your books and records. If an inspection should reveal that you have understated any payments in any report to us, then this will constitute a default under this Agreement, and you agree to immediately pay us the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of two percent (2%) per month (but not more than the maximum rate permitted by law, if any such maximum rate applies), and to reimburse us for any and all costs and expenses we incur in connection with the inspection (including travel, lodging and wages expenses, and reasonable accounting and legal costs). These remedies will be in addition to any other remedies we may have. We may exercise our rights under this Section 12 directly or by engaging outside professional advisors (for example, a CPA) to represent us.

- 12.5 *Operational Inspections.* In addition to the provisions of Section 12.4 above, you also grant to us and our agents the right to enter upon the Franchised Business premises at any reasonable time for the purpose of conducting inspections, for among other purposes, preserving the validity of the Proprietary Marks, and verifying your compliance with this Agreement and the policies and procedures outlined in the Manual. You agree to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from us or from our agents (and without limiting our other rights under this Agreement), you agree to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. You further agree to pay us our then-current per diem fee for our representative(s) and to reimburse us for our reasonable travel expenses if additional inspections at the Franchised Business are required when a violation has occurred and you have not corrected the violation, or if you did not provide us with your records or access to your records upon reasonable request that is permitted under this Agreement.

13 MARKETING

- 13.1 *Marketing Activities and Funds.* For each Month during the term of this Agreement, if we require you to do so, you agree to contribute an amount up to two percent (2%) of Gross Revenues to be allocated in the manner described in Section 13.2 below (the "**Marketing Contribution**"). The Marketing Contribution is payable and/or allocated in the manner and at the times required under Section 4.3 above (and as otherwise provided in this Section 13).

13.2 Allocation and Collection.

- 13.2.1 If and when we require you to make the Marketing Contribution, we have the right to allocate your Marketing Contribution in the proportion that we designate among the following:

13.2.1.1 the Brand Fund;

13.2.1.2 local marketing, which we may allocate between: (a) any regional marketing fund established for your area (a "**Regional Fund**"), as provided in Section 13.4 below (but we are not required to establish a Regional Fund for your area); and (b) funds that you will spend on local marketing and promotion.

- 13.2.2 We have the right to periodically make changes to the allocation of the Marketing Contribution as specified in Section 13.2.1 among those funds and/or local marketing and promotion, by giving you written notice of the change, and those changes will take effect at the end of that month.

- 13.2.3 No part of the Marketing Contribution (whether deposited in Brand Fund or a Regional Fund or designated for local marketing and promotional expenditures) shall be subject to refund or repayment under any circumstances.

- 13.3 *Brand Fund.* We have the right (but not the obligation) to establish, maintain, and administer a System wide marketing and promotional fund (the "**Brand Fund**"). If we establish a Brand Fund, then the following provisions will apply to that Brand Fund:

- 13.3.1 We (or our designee) will have the right to direct all marketing programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. You agree and acknowledge that the Brand Fund is intended to maximize general public recognition, acceptance, and use of the System;

and that we and our designee are not obligated, in administering the Brand Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Brand Fund.

- 13.3.2 The Brand Fund, all contributions to that fund, and any of that fund's earnings, will be used exclusively to meet any and all costs of maintaining, administering, staffing, directing, conducting, preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities that we believe will enhance the image of the System (including, among other things, the costs of preparing and conducting marketing and media advertising campaigns on radio, television, cable, and other media; direct mail advertising; developing and implementing website, social networking/media, search optimization, and other electronic marketing strategies; marketing surveys and other public relations activities; employing marketing personnel (including salaries for personnel directly engaged in consumer-oriented marketing functions), advertising and/or public relations agencies to assist therein; purchasing and distributing promotional items, conducting and administering visual merchandising, point of sale, and other merchandising programs; engaging individuals as spokespersons and celebrity endorsers; purchasing creative content for local sales materials; reviewing locally-produced ads; preparing, purchasing and distributing door hangers, free-standing inserts, coupons, brochures, and trademarked apparel; market research; conducting sponsorships, sweepstakes and competitions; engaging mystery shoppers for Goosehead Businesses and their competitors; paying association dues (including the International Franchise Association), establishing third-party facilities for customizing local advertising; purchasing and installing signage; and providing promotional and other marketing materials and services to the Goosehead Businesses operated under the System).
- 13.3.3 You agree to make your Marketing Contribution to the Brand Fund in the manner specified in Section 4.3 above. The Brand Fund may also be used to make loans (at reasonable interest rates); and to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by us, which products, services, or improvements we deem, in our sole discretion, will promote general public awareness and favorable support for the System. All sums you pay to the Brand Fund will be maintained in an account separate from our other monies and will not be used to defray any of our expenses, except for such reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Brand Fund and marketing programs for franchisees and the System. The Brand Fund and its earnings will not otherwise inure to our benefit. We or our designee will maintain separate bookkeeping accounts for the Brand Fund.
- 13.3.4 The Brand Fund is not and will not be our asset. We will prepare and make available to you upon reasonable request an annual statement of the operations of the Brand Fund as shown on our books.
- 13.3.5 Although once established the Brand Fund is intended to be of perpetual duration, we maintain the right to terminate the Brand Fund. The Brand Fund will not be terminated, however, until all monies in the Brand Fund have been expended for marketing purposes.
- 13.4 *Regional Fund.* We have the right to designate any geographical area for purposes of establishing a Regional Fund. If a Regional Fund for the geographic area in which the Franchised Business is located has been established at the time you commence operations

under this Agreement, you must immediately become a member of such Regional Fund. If a Regional Fund for the geographic area in which the Franchised Business is located is established during the term of this Agreement, you will automatically become a member of such Regional Fund within thirty (30) days after the date on which the Regional Fund commences operation. In no event will you be required to join more than one Regional Fund. The following provisions will apply to each such Regional Fund:

- 13.4.1 Each Regional Fund will be organized and governed in a form and manner, and will commence operations on a date, all of which we must have approved in advance, in writing.
- 13.4.2 Each Regional Fund will be organized for the exclusive purpose of administering regional marketing programs and developing, subject to our approval, standardized promotional materials for use by the members in regional marketing.
- 13.4.3 No marketing, advertising or promotional plans or materials may be used by a Regional Fund or furnished to its members without our prior approval, pursuant to the procedures and terms as set forth in Section 13.8 below.
- 13.4.4 Once you become a member of a Regional Fund, you must contribute to a Regional Fund pursuant to the allocation that we specify, as described in Section 13.2 above, at the time required under Section 4.3 above, together with such statements or reports that we, or the Regional Fund (with our prior written approval) may require. We also have the right to require that you submit your Regional marketing contributions and reports directly to us for distribution to the Regional Brand Fund.
- 13.4.5 A majority of the Goosehead Business owners in the Regional Fund may vote to increase the amount of each Goosehead Business owner's contribution to the Regional Fund by up to an additional two percent (2%) of each Goosehead Business's Gross Revenues. Voting will be on the basis of one vote per Goosehead Business, and each Goosehead Business that we operate in the region, if any, will have the same voting rights as those owned by our franchisees. You must contribute to the Regional Fund in accordance with any such vote by the Regional Fund to increase each Goosehead Business's contribution as provided in this Section 13.4.5.
- 13.4.6 Although once established, each Regional Fund is intended to be of perpetual duration, we maintain the right to terminate any Regional Fund. A Regional Fund will not be terminated, however, until all monies in that Regional Fund have been expended for marketing purposes.
- 13.5 *Local Marketing and Promotion.* You must make Monthly expenditures on local marketing and promotion of the Franchised Business in such amounts as we may designate in the Manual as part of the allocation of the Marketing Contribution specified in Section 13.2 above. As used in this Agreement, the term "local marketing and promotion" will consist only of the direct costs of purchasing and producing marketing materials (including camera ready advertising and point of sale materials), marketing to referral partners, , and those direct out of pocket expenses related to costs of marketing and sales promotion that you spend in your local market or area, postage, shipping, telephone, and photocopying; however, the parties expressly agree that local marketing may not include costs or expenses that you incur or that are spent on your behalf in connection with any of the following:

- 13.5.1 Salaries and expenses of your employees, including salaries or expenses for attendance at marketing meetings or activities, or incentives provided or offered to such employees, including discount coupons; and/or
- 13.5.2 Charitable or other contributions or donations.
- 13.6 *Materials Available for Purchase.* We may periodically make available to you for purchase marketing plans and promotional materials, merchandising materials, sales aids, point-of-purchase materials, special promotions, community relations programs, and similar marketing and promotional materials for use in local marketing.
- 13.7 *Standards.* All of your local marketing and promotion must: (a) be in the media, and of the type and format, that we may approve; (b) be conducted in a dignified manner; and (c) conform to the standards and requirements that we may specify. You agree not to use any software, vendor, advertising, marketing materials, and/or promotional plans unless and until you have received our prior written approval, as specified in Section 13.8 below.
- 13.8 *Our Review and Right to Approve All Proposed Marketing.* For all proposed software, vendors, advertising, marketing, and promotional plans, you (or the Regional Fund, where applicable) must submit to us samples of such plans and materials (by means described in Section 24 below), for our review and prior written approval. If you (or the Regional Fund) have not received our written approval within fourteen (14) days after we have received those proposed samples or materials, then we will be deemed to have disapproved them. You acknowledge and agree that any and all copyright in and to advertising, marketing materials, and promotional plans developed by or on behalf of you will be our sole property, and you agree to sign such documents (and, if necessary, require your employees and independent contractors to sign such documents) that we deem reasonably necessary to give effect to this provision.
- 13.9 *Rebates.* You acknowledge and agree that periodic marketing programs and promotions will, if and when we approve and adopt them, be an integral part of the System. Accordingly, you agree to honor and participate (at your expense) in marketing programs and promotions that we establish and/or that other franchisees sponsor, so long as they do not violate regulations and laws of appropriate governmental authorities.
- 13.10 *Considerations as to Charitable Efforts.* You acknowledge and agree that certain associations between you and/or the Franchised Business and/or the Proprietary Marks and/or the System, on the one hand, and certain political, religious, cultural or other types of groups, organizations, causes, or activities, on the other, however well-intentioned and/or legal, may create an unwelcome, unfair, or unpopular association with, and/or an adverse effect on, our reputation and/or the good will associated with the Proprietary Marks. Accordingly, you agree that you will not, without our prior written consent, take any actions that are, or which may be perceived by the public to be, taken in the name of, in connection or association with you, the Proprietary Marks, the Franchised Business, us, and/or the System involving the donation of any money, products, services, goods, or other items to any charitable, political or religious organization, group, or activity.
- 13.11 *Additional Marketing Expenditure Encouraged.* You understand and acknowledge that the required contributions and expenditures are minimum requirements only, and that you may (and we encourage you to) spend additional funds for local marketing and promotion, which will focus on disseminating marketing directly related to your Franchised Business.

14 TECHNOLOGY

14.1 *Computer Systems and Required Software.* With respect to computer systems and required software:

14.1.1 We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, vendors, and hardware to be used by, between, or among Goosehead Businesses, and in accordance with our standards, including without limitation: (a) back office systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems for use at Goosehead Businesses, between or among Goosehead Businesses, and between and among the Franchised Business, and you, and us; (b) physical, electronic, and other security systems and measures; (c) printers and other peripheral devices; (d) archival back-up systems; (e) internet access mode (e.g., form of telecommunications connection) and speed; and (f) technology used to enhance and evaluate the customer experience (collectively, all of the above are referred to as the "**Computer System**").

14.1.2 We will have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System (including applications, technology platforms, and other such solutions) ("**Required Software**"), which you must install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you must install; (c) the media upon which you must record data; and (d) the database file structure of your Computer System. If we require you to use any or all of the above items, then you agree that you will do so.

14.1.3 You agree to install and use the Computer System and Required Software at your expense. You agree to pay us or third party vendors, as the case may be, initial and ongoing fees in order to install, maintain, and continue to use the Required Software, hardware, and other elements of the Computer System.

14.1.4 You agree to implement and periodically make upgrades and other changes at your expense to the Computer System and Required Software as we may reasonably request in writing (collectively, "**Computer Upgrades**").

14.1.5 You agree to comply with all specifications that we issue with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at your expense. You agree to afford us unimpeded access to your Computer System and Required Software, including all information and data maintained thereon, in the manner, form, and at the times that we request.

14.1.6 You also agree that we will have the right to approve or disapprove your use of any other technology solutions (including beacons and other tracking methodologies).

14.2 *Data.*

14.2.1 You agree that all data that you collect, create, provide, or otherwise develop on your Computer System (whether or not uploaded to our system from your system and/or downloaded from your system to our system) is and will be owned exclusively by us, and that we will have the right to access, download, and use that data in any manner that we deem appropriate without compensation to you.

- 14.2.2 You agree that all other data that you create or collect in connection with the System, and in connection with your operation of the Franchised Business (including customer lists and transaction data), is and will be owned exclusively by us during the term of, and after termination or expiration of, this Agreement.
- 14.2.3 In order to operate your Franchised Business under this Agreement, we hereby license use of such data back to you, at no additional cost, solely for the term of this Agreement and for your use in connection with operating the Franchised Business. You acknowledge and agree that except for the right to use the data under this clause, you will not develop or have any ownership rights in or to the data.
- 14.2.4 You agree to transfer to us all data (in the digital machine-readable format that we specify, and/or printed copies, and/or originals) promptly upon our request when made, whether periodically during the term of this Agreement, upon termination and/or expiration of this Agreement, any transfer of an interest in you, and/or a transfer of the Franchised Business.
- 14.3 *Data Requirements and Usage.* We may periodically specify in the Manual or otherwise in writing the information that you agree to collect and maintain on the Computer System installed at the Franchised Business, and you agree to provide to us such reports as we may reasonably request from the data so collected and maintained. In addition:
- 14.3.1 You agree to abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("**Privacy Laws**").
- 14.3.2 You agree to comply with our standards and policies that we may issue (without any obligation to do so) pertaining to the privacy of consumer, employee, and transactional information. If there is a conflict between our standards and policies and Privacy Laws, you agree to: (a) comply with the requirements of Privacy Laws; (b) immediately give us written notice of such conflict; and (c) promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to privacy within the bounds of Privacy Laws.
- 14.3.3 You agree to not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to such policy.
- 14.3.4 You agree to implement at all times appropriate physical and electronic security as is necessary to secure your Computer System, including complex passwords that you change periodically, and to comply any standards and policies that we may issue (without obligation to do so) in this regard.
- 14.4 *Extranet.* You agree to comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Extranet and/or such other computer systems as we may reasonably require. The term "**Extranet**" means a private network based upon Internet protocols that will allow users inside and outside of our headquarters to access certain parts of our computer network via the Internet. We may establish an Extranet (but are not required to do so or to maintain an Extranet). If we establish an Extranet, then you agree to comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Extranet, and utilizing the Extranet in connection with the operation of your Franchised Business. The Extranet may include, without limitation, the Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You agree to purchase and maintain such computer software and hardware

(including telecommunications capacity) as may be required to connect to and utilize the Extranet. You agree to execute and deliver to us such documents as we may deem reasonably necessary to permit you to access the Extranet.

- 14.5 *No Separate Online Sites.* Unless we have otherwise approved in writing, you agree to neither establish nor permit any other party to establish an Online Site relating in any manner whatsoever to the Franchised Business or referring to the Proprietary Marks. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Online Site. The term "**Online Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including the Internet, World Wide Web, webpages, microsites, social media and networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Google Plus, Snapchat, Pinterest, Instagram, etc.), blogs, vlogs, applications to be used on mobile devices (e.g., iOS or Android apps), and other applications, etc. (whether they are now in existence or developed at some point in the future). However, if we give you our prior written consent to have some form of separate Online Site (which we are not obligated to approve), then each of the following provisions will apply:
- 14.5.1 You agree that you will not establish or use any Online Site without our prior written approval.
 - 14.5.2 Any Online site owned or maintained by or for your benefit will be deemed "marketing" under this Agreement, and will be subject to (among other things) our approval under Section 13.8 above.
 - 14.5.3 Before establishing any Online Site, you agree to submit to us, for our prior written approval, a sample of the proposed Online Site domain name, format, visible content (including, without limitation, proposed screen shots, links, and other content), and non-visible content (including, without limitation, meta tags, cookies, and other electronic tags) in the form and manner we may reasonably require.
 - 14.5.4 You may not use or modify such Online Site without our prior written approval as to such proposed use or modification.
 - 14.5.5 In addition to any other applicable requirements, you agree to comply with the standards and specifications for Online Sites that we may periodically prescribe in the Manual or otherwise in writing (including requirements pertaining to designating us as the sole administrator or co-administrator of the Online Site).
 - 14.5.6 If we require, you agree to establish such hyperlinks to our Online Site and others as we may request in writing.
 - 14.5.7 If we require you to do so, you agree to make weekly or other periodic updates to our Online Site to reflect information regarding specials and other promotions at your Franchised Business.
 - 14.5.8 We may require you to make us the sole administrator (or co-administrator) of any social networking pages that you maintain or that are maintained on your behalf, and we will have the right (but not the obligation) to exercise all of the rights and privileges that an administrator may exercise.

14.6 *Electronic Identifiers; E-Mail.*

14.6.1 You agree not to use the Proprietary Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, social network or social media name or address, and/or any other identification of you and/or your business in any electronic medium without our written permission.

14.6.2 You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail, text message, and/or other electronic method without obtaining our prior written consent as to: (a) the content of such electronic advertisements or solicitations; and (b) your plan for transmitting such advertisements. In addition to any other provision of this Agreement, you will be solely responsible for compliance with any laws pertaining to sending electronic communication including, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003") and the Federal Telephone Consumer Protection Act. (As used in this Agreement, the term "**electronic communication**" includes all methods for sending communication electronically, whether or not currently invented or used, including without limitation e-mails, text messages, internet-based communication, and faxes.)

14.7 *Outsourcing.* You agree not to hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, and/or any other of your obligations, without our prior written approval. Our consideration of any proposed outsourcing vendors may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality and indemnification agreement with us and you in a form that we may reasonably provide and the third party or outside vendor's agreement to pay for all initial and ongoing costs related to interfaces with our computer systems. The provisions of this section are in addition to and not instead of any other provision of this Agreement. You agree not to install (and/or remove) any software or firmware from the Computer System without our prior written consent.

14.8 *Telephone Service.* You agree to use the telephone service for the Franchised Business that we may require, which may be one or more centralized vendors that we designate for that purpose. You agree that we may designate, and own, the telephone numbers for your Franchised Business.

14.9 *Changes.* You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree to abide by those reasonable new standards we establish as if this Section 14 were periodically revised by us for that purpose.

14.10 *Electronic Communication – Including E-Mail, Fax, and Texts.* You acknowledge and agree that exchanging information with us by electronic communication methods is an important way to enable quick, effective, and efficient communication, and that we are entitled to rely upon your use of electronic communications as part of the economic bargain underlying this Agreement. To facilitate the use of electronic communication to exchange information, you authorize the transmission of those electronic communications by us and our employees, vendors, and affiliates (on matters pertaining to the business contemplated under this Agreement) (together, "**Official Senders**") to you during the term of this Agreement.

14.10.1 In order to implement the terms of this Section 14.10, you agree that: (a) Official Senders are authorized to send electronic communications to those of your employees as you may occasionally designate for the purpose of communicating with us and others; (b) you will cause your officers, directors, members, principals, managers, and employees (as a condition of their employment or position with you) to give their consent (in an electronic communication or in a pen-and-paper writing, as we may reasonably require) to Official Senders' transmission of electronic communication to those persons, and that such persons may not opt-out, or otherwise ask to no longer receive electronic communication, from Official Senders during the time that such person works for or is affiliated with you; and (c) you will not opt-out, or otherwise ask to no longer receive electronic communications, from Official Senders during the term of this Agreement.

14.10.2 The consent given in this Section 14.10 will not apply to the provision of notices by either party under this Agreement using e-mail unless the parties otherwise agree in writing signed by both parties.

14.10.3 We may permit or require you to use a specific e-mail address (or address using another communications method) (for example, one that will contain a Top Level Domain Name that we designate, such as "john.jones@goosehead.com") (the "**Permitted E-mail Address**") in connection with the operation of the Franchised Business, under the standards that we set for use of that Permitted E-mail Address. You will be required to sign the form E-Mail authorization letter that we may specify for this purpose. If we assign you a Permitted E-mail Address, then you agree that you (and your employees) will use only that e-mail account for all business associated with your Franchised Business.

15 INSURANCE

15.1 *Required Insurance Coverage.* Before starting any activities or operations under this Agreement, you agree to procure and maintain in full force and effect during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required under this Agreement for events having occurred during the Term of this Agreement), at your expense, at least the following insurance policy or policies in connection with the Franchised Business or other facilities on premises, or by reason of the construction, operation, or occupancy of the Franchised Business or other facilities on premises. Such policy or policies must be written by an insurance company or companies we have approved, having at all times a rating of at least "A-" in the most recent Key Rating Guide published by the A.M. Best Company (or another rating that we reasonably designate if A.M. Best Company no longer publishes the Key Rating Guide) and licensed and admitted to do business in the state in which the Franchised Business is located, and must include, at a minimum (except that we may reasonably specify additional coverages and higher policy limits for all franchisees periodically in the Manual or otherwise in writing to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances), the following:

15.1.1 Commercial general liability insurance, including us, and any entity in which we have an interest and any entity affiliated with us and each of our members, managers, shareholders, directors, officers, partners, employees, servants and agents as additional insureds protecting against any and all claims for personal, bodily and/or property injury occurring in or about the Franchised Business and protecting against assumed or contractual liability under this Agreement with respect to the Franchised Business and your operations, with such policy to be placed with minimum limits of

One Million Dollars (\$1,000,000) combined single limit per occurrence and One Million Dollars (\$1,000,000) general aggregate per location; provided, however, that at our election, such minimum limits may be periodically increased.

- 15.1.2 Professional indemnity insurance providing coverage for loss or damage arising out of an act or omission of the franchisee or its employees, minimum of \$1,000,000 of coverage for every \$5,000,000 of annual written premium by you with a floor of \$1,000,000 of coverage and a maximum deductible of \$15,000 allowed.

15.2 You may also be required to purchase the following types of insurance as required in the Manual:

- 15.2.1 Business automobile liability insurance, including owned, non-owned and hired car coverage providing third party liability insurance, covering all licensed vehicles owned or operated by or on behalf of you, with limits of liability not less than One Million Dollars (\$1,000,000) combined single limit for both bodily injury and property damage.

- 15.2.2 Statutory workers' compensation insurance and employer's liability insurance (including employment practices liability insurance) for a minimum limit equal to at least the greater of One Hundred Thousand Dollars (\$100,000) or the amounts required as underlying by your umbrella carrier, as well as such other disability benefits type insurance as may be required by statute or rule of the state in which the Franchised Business is located.

15.2.3 Data theft and cybersecurity (a/k/a cyber risk) coverage with limits of liability not less than One Million Dollars (\$1,000,000)..

15.2.4 Commercial umbrella liability insurance with limits which bring the total of all primary underlying coverages (commercial general liability, comprehensive automobile liability, and employers liability) to not less than Two Million Dollars (\$2,000,000) total limit of liability. Such umbrella liability must provide at a minimum those coverages and endorsements required in the underlying policies.

15.2.5 Property insurance providing coverage for direct physical loss or damage to real and personal property for all risk perils, including the perils of flood and earthquake. Appropriate coverage must also be provided for business interruption/extra expense exposures, written on an actual loss sustained basis. The policy or policies must value property (real and personal) on a new replacement cost basis without deduction for depreciation and the amount of insurance must not be less than 90% of the full replacement value of the Franchised Business, its furniture, fixtures, equipment, and stock (real and personal property). Any deductibles contained in such policy will be subject to our review and approval. If your Approved Location is located in a flood zone other than B, C or X, as determined by the Federal Emergency Management Agency, you must also obtain flood insurance coverage in the amount of the lesser of 90% of the replacement cost or the maximum coverage available from the National Flood Insurance Program.

15.2.6 Any other insurance coverage that is required by the Manual or federal, state, or municipal law.

- 15.3 *Endorsements.* All policies listed in Sections 15.1 and 15.2 above (unless otherwise noted below) must contain such endorsements as will, periodically, be provided in the Manual. All

policies must waive subrogation as between us (and our insurance carriers) and you (and your insurance carriers).

- 15.4 *Notices to us.* In the event of cancellation, material change, or non-renewal of any policy, sixty (60) days' advance written notice must be provided to us in the manner provided in Section 24 below.
- 15.5 *Construction Coverages.* In connection with all significant construction, reconstruction, or remodeling of the Franchised Business during the term of this Agreement, you agree to require the general contractor, its subcontractors, and any other contractor, to effect and maintain at general contractor's and all other contractor's own expense, such insurance policies and bonds with such endorsements as are set forth in the Manual, all written by insurance or bonding companies that we have approved, having a rating as set forth in Section 15.1 above.
- 15.6 *Other Insurance Does Not Impact your Obligation.* Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified will not be limited in any way by reason of any insurance that we may maintain, nor will your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 21.4 below. Additionally, the requirements of this Section 15 will not be reduced, diminished, eroded, or otherwise affected by insurance that you carry (and/or claims made under that insurance) for other businesses, including other Goosehead Businesses that you (and/or your affiliates) operate under the System.
- 15.7 *Additional Named Insured.* All public liability and property damage policies except workers' compensation must list us as an additional named insured, and must also contain a provision that we, although named as an insured, will nevertheless be entitled to recover under said policies on any loss occasioned to us or our servants, agents, or employees by reason of the negligence of you or your servants, agents, or employees.
- 15.8 *Certificates of Insurance.* At least thirty (30) days before the time you are first required to carry any insurance under this Agreement, and from then on, at least thirty (30) days before the expiration of any such policy, you agree to deliver to us certificates of insurance evidencing the proper coverage with limits not less than those required under this Agreement. All certificates must expressly provide that we will receive at least thirty (30) days' prior written notice if there is a material alteration to, cancellation, or non-renewal of the coverages evidenced by such certificates. Additional certificates evidencing the insurance required by Sections 15.1 and 15.2 above must name us, and each of our affiliates, directors, agents, and employees, as additional insured parties, and must expressly provide that any interest of same therein will not be affected by any breach by you of any policy provisions for which such certificates evidence coverage.
- 15.9 *Proof of Coverage.* In addition to your obligations under Section 15.8 above, on the first anniversary of the Effective Date, and on each subsequent anniversary of the Effective Date, you agree, as required by the Manual, to provide us with proof of insurance evidencing the proper coverage with limits not less than those required under this Agreement, in such form as we may reasonably require.
- 15.10 *Coverages are Minimums.* You acknowledge and agree that the specifications and coverage requirements in this Section 15 are minimums, and that we recommend that you review these with your own insurance advisors to determine whether additional coverage is warranted in the operation of your Franchised Business.

- 15.11 *Changes.* We will have the right, periodically, to make such changes in minimum policy limits and endorsements as we may determine are necessary or appropriate; provided, however, all changes will apply to all of our franchisees who are similarly situated.

16 TRANSFER OF INTEREST

- 16.1 *By Us.* We will have the right to transfer or assign this Agreement and all or any part of our rights or obligations under this Agreement to any person or legal entity, and any assignee of us, which assignee will become solely responsible for all of our obligations under this Agreement from the date of assignment.

- 16.2 *Your Principals.* You represent and warrant to us that if you are an entity, then each party that directly or indirectly holds any interest whatsoever in you (each, a "**Principal**"), and the interest that each Principal directly or indirectly holds in you, is identified in Exhibit B to this Agreement. You represent and warrant to us, and agree, that your owners are accurately set forth on Exhibit B to this Agreement, and you also agree not to permit the identity of those owners, or their respective interests in you, to change without complying with this Agreement.

- 16.3 *Principals.* We will have a continuing right to designate any person or entity that owns a direct or indirect interest in you as a Principal, and Exhibit B will be so amended automatically upon written notice to you.

- 16.4 *By You.* You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted this franchise in reliance on your (or your Principals') business skill, financial capacity, and personal character. Accordingly:

- 16.4.1 You agree not to make a transfer (and not to permit any other party to make a transfer) without our prior written consent.

- 16.4.1.1 As used in this Agreement, the term "**transfer**" is agreed to mean any sale, assignment, conveyance, pledge, encumbrance, merger, creation of a security interest in, and/or giving away of any direct or indirect interest in: (a) this Agreement; (b) you; (c) any or all of your rights and/or obligations under this Agreement; and/or (d) all or substantially all of the assets of the Franchised Business.

- 16.4.1.2 Any purported assignment or transfer not having our prior written consent as required by this Section 16 will be null and void and will also constitute a material breach of this Agreement, for which we may immediately terminate this Agreement without opportunity to cure, pursuant to Section 17.2.5 below.

- 16.4.2 If you are an entity (other than a partnership or a limited liability partnership), then you agree that: (a) without our prior written approval, you will not issue any voting securities or interests, or securities or interests convertible into voting securities; and (b) the recipient of any such security or other interest will become a Principal under this Agreement, if we designate them as such.

- 16.4.3 If you are a partnership or limited liability partnership, then the partners of that partnership will not, without our prior written consent, admit additional general partners, remove a general partner, or otherwise materially alter the powers of any general partner. Each general partner in such a partnership will automatically be deemed to be a Principal.

- 16.4.4 Principals must not, without our prior written consent, transfer, pledge, and/or otherwise encumber their interest in you.
- 16.5 *Transfer Conditions.* We will not unreasonably withhold any consent required by Section 16.4 above; provided, that if you propose to transfer your obligations under this Agreement or any material asset, or if any party proposes to transfer any direct or indirect interest in you, then we will have the right to require that you satisfy any or all of the following conditions before we grant our approval to the proposed transfer:
- 16.5.1 The transferor must have executed a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, successors, and assigns, and their respective officers, directors, members, managers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between you and us, and/or our respective affiliates, and federal, state, and local laws and rules.
- 16.5.2 The transferee will be designated as a Principal in accordance with this Agreement, and each transferee who is designated a Principal must enter into a written agreement, in a form satisfactory to us, agreeing to be bound as a Principal under the terms of this Agreement as long as such person or entity owns any interest in you; and, if your obligations were guaranteed by the transferor, the Principal must guarantee the performance of all such obligations in writing in a form satisfactory to us.
- 16.5.3 The proposed new Principals (after the transfer) must meet our educational, managerial, and business standards; each must possess a good moral character, business reputation, and credit rating; have the aptitude and ability to operate the Franchised Business, as may be evidenced by prior related business experience or otherwise; and have adequate financial resources and capital to operate the Franchised Business.
- 16.5.4 We will have the right to require that the transferee execute, for a term ending on the expiration date of this Agreement, the form of franchise agreement that we are then offering to new System franchisees, and such other ancillary agreements that we may require for the business franchised under this Agreement, and those agreements will supersede this Agreement and its ancillary documents in all respects (except with respect to the renewal provisions of the new franchise agreement, which will not supersede Section 2 of this Agreement), and the terms of which may differ from the terms of this Agreement including, without limitation, a higher royalty and marketing fee.
- 16.5.5 If we request, then you must conform to the then-current standards and specifications of new Goosehead Businesses then being established in the System, and you agree to complete the requirements specified above in Section 8.8.1 within the time period that we specify.
- 16.5.6 You agree to pay in full all of your monetary obligations to us and our affiliates, and to all vendors (whether arising under this Agreement or otherwise), and you must not be otherwise in default of any of your obligations under this Agreement (including your reporting obligations).
- 16.5.7 The transferor must remain liable for all of the obligations to us in connection with the Franchised Business that arose before the effective date of the transfer, and any

covenants that survive the termination or expiration of this Agreement, and must execute any and all instruments that we reasonably request to evidence such liability.

- 16.5.8 A Principal of the transferee whom we designate to be a new Operating Principal, and those of the transferee's Managers and Producers as we may require, must successfully complete (to our satisfaction) all training programs that we require upon such terms and conditions as we may reasonably require. We will not charge a fee for attendance at such training program for the transferee's new Operating Principal(s) and Manager. However, we reserve the right to charge the transferee our then-current per diem training charges, and/or require a deposit, for any Producer training or other training that we provide. The transferee will be responsible for the salary and all expenses of the person(s) that attend training.
- 16.5.9 You agree to pay us a transfer fee to compensate us for our legal, accounting, training, and other expenses incurred in connection with the transfer. The transfer fee will be in an amount equal to fifteen percent (15%) of your Initial Franchise Fee if you complete a transfer (as defined in this Section) to another franchisee currently operating within the System with a Manager that has successfully completed all of our training programs then in effect. If you complete a transfer (as defined in this Section) to an individual or entity not currently operating within the System or not operating within the System with a Manager that has successfully completed all of our training programs then in effect, then the transfer fee shall be one hundred percent (100%) of your Initial Franchise Fee. If any party has engaged a broker with respect to the transfer, you must also pay (or ensure the buyer's payment of) any applicable commission to the broker in connection with the transfer. You are not required to pay to us a transfer fee (although you must reimburse us for the legal and accounting costs and expenses we incur) for the following transfers: (a) for the convenience of ownership, (b) to approved members of transferor's immediate family, or (c) to an individual employed by you (and approved by us) in connection with the Franchised Business for at least twenty four (24) consecutive months before the transfer. The waiver of a transfer fee for certain transfers does not waive any other requirements of this Section 16, including, without limitation, the requirement that all transferees obtain our approval and meet our standards as described in Section 16.5.3 above.
- 16.5.10 The transferor must acknowledge and agree that the transferor will remain bound by the covenants contained in Section 19 below.
- 16.5.11 If the transfer involves the sale of all or any part of your book of insurance business (including Commissions payable in connection with that business), then upon completion of the transfer this Agreement shall terminate and the transferee must enter into a new form of franchise agreement that we are then offering to new System franchisees, for a term ending on the expiration date of this Agreement, and such other ancillary agreements that we may require for the business franchised under this Agreement.
- 16.6 *Death or Incapacity.* Upon the death or mental incapacity of any person with an interest in this Agreement, in Franchisee, in the Franchised Business, or in all or substantially all of the assets of the Franchised Business:
- 16.6.1 The executor, administrator, or personal representative of such person will transfer such interest to a third party approved by us within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions as any *inter vivos* transfer. In the

case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 16, the executor, administrator, or personal representative of the decedent will transfer the decedent's interest to another party approved by us within a reasonable time, which disposition will be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, we may terminate this Agreement, pursuant to Section 17.2 below. Any transfer subject to this section which is made in accordance with a succession plan approved in advance by us will be deemed approved for the purposes of this Section 16.6.1. We will not unreasonably withhold any approvals required by this Section 16.6;

16.6.2 We will have the right to take such steps as are necessary to manage the Franchised Business for your account until such time as a transfer can be completed pursuant to Section 16.6.1. You further grant to us the right to receive a reasonable fee for such services and reimbursement for our expenses in connection with such services.

16.6.3 *Our Right to Purchase Business Upon Death or Incapacity.*

16.6.3.1 After your death or mental incapacity (or your principal's death or mental incapacity if franchisee is an entity), if the transfer of interest described in Section 16.6.1 has not occurred within six (6) months after such death or mental incapacity, we will have the option, but not the obligation, to purchase your interest in the Franchised Business. Such interest may include your economic interest in the book of business for the Franchised Business, and furniture, fixtures, equipment and the rights under the lease for the Approved Location. We may elect not to include the furniture, fixtures, equipment and the rights under the lease for the Approved Location in that purchase. If we intend to exercise this option, we will notify you (or your appropriate legal representative) within thirty (30) days of the date we learn of such death or mental incapacity.

16.6.3.2 For assets other than furniture, fixtures or equipment and the rights under the lease for the Approved Location, the purchase price will be an amount equal to one and one-half times the Net Revenues received by the Franchised Business during the twelve (12) month period immediately preceding the closing of the purchase of the assets by us, but if we re-sell the assets purchased under this Section within six (6) months of our purchase, the purchase price will be calculated to be ninety percent (90%) of the price for which we re-sell the business (if more than the original purchase price). The purchase price will be reduced by any current and long-term liabilities of the Franchised Business assumed by us and any amounts due to us from you at the time of sale. The purchase price for furniture, fixtures, equipment and the rights under the lease for the Approved Location (if we elect to purchase these assets) will be the fair market value as you and we agree. If we and you (or your appropriate legal representative) cannot agree on the fair market value of such furniture, fixtures, equipment or the rights under the lease for the Approved Location, each party will select an independent appraiser who will each provide a written appraisal of such furniture, fixtures, equipment or rights under the lease for the Approved Location and we may elect to exercise the option granted hereunder by paying to you the average of the two appraisals. We will pay the purchase price to you in twenty-four (24) equal, monthly installments following the purchase, provided that you are in full compliance with the covenants

contained in this Agreement. If, at any time during the twenty-four (24) months following our purchase of your assets, as described above, you breach any covenant contained in this Agreement (or any other agreement between you and us), our obligation to pay the monthly installments will immediately cease.

16.6.3.3 We may elect to exercise our option to purchase your interest in the Franchised Business by sending written notice of the election to you (or your appropriate legal representative). The election may exclude the purchase of the furniture, fixtures, equipment and rights under the lease for the Approved Location. The closing of the sale will occur within thirty (30) days after we exercise our option to purchase the Franchised Business or such later date as may be necessary to comply with applicable bulk sales or similar laws. At closing, we and you agree to sign and deliver all documents necessary to vest title in the assets purchased by us free and clear of all liens and encumbrances, except any assumed by us and/or to effectuate assignment of the lease for the Approved Location. You (or your appropriate legal representative) must cooperate fully and use your best efforts to acquire the landlord's approval of the assignment of the lease for the Approved Location to us, if necessary. If the lease for the Approved Location cannot be assigned to us, you will agree to sublease the Approved Location to us on all the same terms and conditions as are contained in your lease and will cooperate fully and use your best efforts to acquire the landlord's approval of the sublease, if necessary. We reserve the right to assign our option to purchase the Franchised Business or designate a substitute purchaser of the Franchised Business.

- 16.7 *Consent to Transfer.* Our consent to a transfer that is the subject of this Section 16 will not constitute a waiver of any claims that we may have against the transferring party, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.
- 16.8 *No Transfers to a Non-Franchisee Party to Operate a Similar Business.* You agree that neither you nor any Principal of yours will transfer or attempt to transfer any or all of your Franchised Business to a third party who will operate a similar business but not under the System and the Proprietary Marks, and not under a franchise agreement with us.
- 16.9 *Bankruptcy Issues.* If you or any person holding any interest (direct or indirect) in you become a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding and agreement that any transfer of you, your obligations, and/or rights under this Agreement, any material assets of yours, and/or any indirect or direct interest in you will be subject to all of the terms of this Section 16, including without limitation the terms of Sections 16.4 and 16.5 above.
- 16.10 *Securities Offers.* All materials for an offering of stock, ownership, and/or partnership interests in you or any of your affiliates that are required by federal or state law must be submitted to us for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering must be submitted to us for such review before their use.
- 16.10.1 You agree that: (a) no offering by you or any of your affiliates may imply (by use of the Proprietary Marks or otherwise) that we are participating in an underwriting, issuance, or offering of your securities or your affiliates; (b) our review of any offering

will be limited solely to the relationship between you and us (and, if applicable, any of your affiliates and us); and (c) we will have the right, but not obligation, to require that the offering materials contain a written statement that we require concerning the limitations stated above.

- 16.10.2 You (and the offeror if you are not the offering party), your Principals, and all other participants in the offering must fully indemnify us and all of the Franchisor Parties (as defined in Section 21.5.2 below) in connection with the offering.
- 16.10.3 For each proposed offering, you agree to pay us a non-refundable fee of Ten Thousand Dollars (\$10,000) or such greater amount as is necessary to reimburse us for our reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering.
- 16.10.4 You agree to give us written notice at least thirty (30) days before the date that any offering or other transaction described in this Section 16.10 commences. Any such offering will be subject to all of the other provisions of this Section 16, including without limitation the terms set forth in Sections 16.4 and 16.5; and further, without limiting the foregoing, it is agreed that any such offering will be subject to our approval as to the structure and voting control of the offeror (and you, if you are not the offeror) after the financing is completed.
- 16.10.5 You also agree that after your initial offering, described above, for the remainder of the term of the Agreement, you will submit to us for our review and prior written approval all additional securities documents (including periodic reports, such as quarterly, annual, and special reports) that you prepare and file (or use) in connection with any such offering. You agree to reimburse us for our reasonable costs and expenses (including legal and accounting fees) that we incur in connection with our review of those materials.

17 DEFAULT AND TERMINATION

- 17.1 *Automatic.* If any one or more of the following events take place, then you will be deemed to be in default under this Agreement, and all rights granted in this Agreement will automatically terminate without notice to you: (a) if you become insolvent (meaning, you are unable to pay your debts as they fall due in the usual course of business) or make a general assignment for the benefit of creditors; (b) if a bill in equity or other proceeding for the appointment of a receiver for you or another custodian for your business or assets is filed and consented to by you; (c) if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (d) if proceedings for a composition with creditors under any state or federal law is instituted by or against you; (e) if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless unappealed or a supersedeas bond is filed); (f) if you are dissolved; or if execution is levied against your business or property; (g) if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against you and not dismissed within thirty (30) days; and/or (h) if the real or personal property of your Franchised Business will be sold after levy thereupon by any sheriff, marshal, or constable.
- 17.2 *With Notice.* If any one or more of the following events occur, then you will be in default under this Agreement, and we will have the right to terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the default, effective immediately upon the delivery of our written notice to you (in the manner provided in Section 24 below):

- 17.2.1 If you do not obtain an Approved Location for the Franchised Business within the time limits specified under the Site Selection Addendum, or if you do not construct and open the Franchised Business within the time limits specified in Sections 5.1 and 8.2 above, and within the requirements specified in Sections 5 and 8.2 above;
- 17.2.2 If you at any time cease to operate or otherwise abandon the Franchised Business for ten (10) consecutive business days (during which you are otherwise required to be open, and without our prior written consent to do so), or lose the right to possession of the premises, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located (however, if through no fault of yours, the premises are damaged or destroyed by an event such that you cannot complete repairs or reconstruction within ninety (90) days thereafter, then you will have thirty (30) days after such event in which to apply for our approval to relocate and/or reconstruct the premises, which approval we will not unreasonably withhold);
- 17.2.3 If you or any of your Principals or Managers are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein;
- 17.2.4 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business;
- 17.2.5 If you or any of your Principals purport to transfer any rights or obligations under this Agreement or any interest to any third party in a manner that is contrary to the terms of Section 16 above;
- 17.2.6 If you fail to comply with the requirements of Section 19 below;
- 17.2.7 If, contrary to the terms of Sections 10 or 11 above, you disclose or divulge the contents of the Manual or other confidential information that we provide to you;
- 17.2.8 If an approved transfer of an interest in you is not completed within a reasonable time, as required by Section 16.6 above;
- 17.2.9 If you knowingly maintain false books or records, or submit any false reports (including information provided as part of your application for this franchise) to us;
- 17.2.10 If you commit three (3) or more defaults under this Agreement in any fifty-two (52) week period, whether or not each such default has been cured after notice;
- 17.2.11 If, after receipt of notice from us, you continue to sell or use any products or services from or in the Franchised Business that are not Approved Insurance Products Approved Products or Services;
- 17.2.12 If you engage in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice, or if you allow any of your Producers to operate dishonestly or carelessly;
- 17.2.13 If you misuse or misappropriate login information for access to insurance carrier websites or databases
- 17.2.14 If an insurance carrier terminates your ongoing business relationship, for cause;

- 17.2.15 If you or your Manager fails to successfully complete any required training programs to our reasonable satisfaction;
- 17.2.16 If your Franchised Business uses or sells any Prohibited Insurance Products or any Prohibited Products and Services;
- 17.2.17 If you make any unauthorized or improper use of the Proprietary Marks, or if you or any of your Principals use the Proprietary Marks in a manner that we do not permit (whether under this Agreement and/or otherwise) or that is inconsistent with our direction, or if you or any of your Principals directly or indirectly contest the validity of our ownership of the Proprietary Marks, our right to use and to license others to use the Proprietary Marks, or seek to (or actually do) register any of our Proprietary Marks with any agency (public or private) for any purpose without our prior written consent to do so; and/or
- 17.2.18 If your Franchised Business is placed in default status pursuant to Section 8.15, and you fail to meet the cure provisions in your default.
- 17.3 *With Notice and Opportunity to Cure.*
- 17.3.1 Except as otherwise provided above in Sections 17.1 and 17.2 above, if you are in default of your obligations under this Agreement or the Manual, then we may terminate this Agreement by giving you written notice of termination (in the manner provided under Section 24 below) stating the nature of the default at least thirty (30) days before the effective date of termination (or ten (10) days before the effective date of termination for (i) any failure to pay the Initial Franchise Fee or an installment thereof, (ii) any failure to pay any amount due to us under this Agreement, or (iii) any failure to timely enter information into the agency management system as required by the Manual). You may, however, avoid termination by: (a) immediately initiating a remedy to cure such default; (b) curing the default to our satisfaction; (c) promptly (within ten (10) days) providing written notice to us that you will cure the default(s); and (d) promptly providing proof of the cure to us, all within the thirty (30) day period (or ten (10) day period, as applicable). If you do not cure any such default within the specified time (or such longer period as applicable law may require) or provide us with written notice that you will cure the default(s), then this Agreement will terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period (or ten (10) day period, or such longer period as applicable law may require).
- 17.3.2 If you are in default under the terms of any other franchise agreement or other contract between you (and/or your affiliates) and us (and/or our affiliates), that will also constitute a default under Section 17.3.1 above.
- 17.4 *Bankruptcy.* If, for any reason, this Agreement is not terminated pursuant to this Section 17, and the Agreement is assumed, or assignment of the same to any person or entity who has made a *bona fide* offer to accept an assignment of the Agreement is contemplated, pursuant to the U.S. Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: (a) the name and address of the proposed assignee; and (b) all of the terms and conditions of the proposed assignment and assumption; must be given to us within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of the Agreement; and, in any event, within ten (10) days before the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. We will then have the prior right and option, to be exercised by notice given at any time before the effective date of such proposed assignment and assumption, to accept an

assignment of the Agreement to us upon the same terms and conditions, and for the same consideration, if any, as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions that may be payable by you out of the consideration to be paid by such assignee for the assignment of the Agreement.

- 17.5 *Our Rights Instead of Termination.* If we are entitled to terminate this Agreement in accordance with Sections 17.2 or 17.3 above, we will also have the right to take any lesser action instead of terminating this Agreement.
- 17.6 *Reservation of Rights under Section 17.5.* If any rights, options, or arrangements are terminated or modified in accordance with Section 17.5 above, such action will be without prejudice to our right to terminate this Agreement in accordance with Sections 17.2 or 17.3 above, and/or to terminate any other rights, options or arrangements under this Agreement at any time thereafter for the same default or as a result of any additional defaults of the terms of this Agreement.
- 17.7 *Damages.* You agree that you will pay us all damages, costs, and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses), that we incur as a result of any default by you under this Agreement and any other agreement between the parties (and their respective affiliates) (in addition to other remedies that we may have).

18 OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted under this Agreement to you will forthwith terminate, and all of the following will take effect:

- 18.1 *Cease Operation.* You agree to: (a) immediately and permanently stop operating the Franchised Business; and (b) never directly or indirectly represent to the public that you are a present or former franchisee of ours.
- 18.2 *Stop Using Marks and Intellectual Property.* You agree to immediately and permanently cease to use, in any manner whatsoever, all aspects of the System, including any confidential methods, procedures and techniques associated with the System, the mark "Goosehead Insurance" and any and all other Proprietary Marks, distinctive forms, slogans, signs, symbols, and devices associated with the System, and any and all other intellectual property associated with the System. Without limiting the foregoing, you agree to stop making any further use of any and all signs, marketing materials, displays, stationery, forms, and any other articles that display the Proprietary Marks.
- 18.3 *Cancel Assumed Names.* You agree to take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "Goosehead Insurance" and any and all other Proprietary Marks, and/or any other service mark or trademark of ours, and you will give us evidence that we deem satisfactory to provide that you have complied with this obligation within five (5) days after termination or expiration of this Agreement.
- 18.4 *Premises.* We will have the right (but not the obligation) to require you to assign to us any interest that you (and/or your affiliates) may have in the lease or sublease for the ground upon which the Franchised Business is operated and/or for the building in which the Franchised Business is operated.
- 18.4.1 If we do not elect or if we are unable to exercise any option we may have to acquire the lease or sublease for the premises of the Franchised Business, or otherwise

acquire the right to occupy the premises, you will make such modifications or alterations to the premises operated under this Agreement (including, without limitation, the changing of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of other Goosehead Businesses, and must make such specific additional changes thereto as we may reasonably request for that purpose. In addition, you will cease use of all telephone numbers and any domain names, websites, e-mail addresses, and any other print and online identifiers, whether or not authorized by us, that you have while operating the Franchised Business, and must promptly execute such documents or take such steps necessary to remove reference to the Franchised Business from all trade or business directories, including online directories, or at our request transfer same to us.

- 18.4.2 If you fail or refuse to comply with all of the requirements of this Section 18.4, then we (or our designee) will have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at your cost, which expense you agree to pay upon demand.
- 18.5 *Our Option to Buy Your Assets:* Within thirty (30) days after expiration or non-renewal under this Agreement, we shall buy from you (and/or your affiliates) all assets of the Franchised Business. This includes your economic interest in book of business for the Franchised Business, furniture, fixtures, and equipment. We may elect not to include the furniture, fixtures, equipment and the rights under the lease for the Approved Location in that purchase. We are not obligated to purchase the assets of the Franchised Business under any other circumstances, but we may offer to do so in our sole discretion.
- 18.5.1 For assets other than furniture, fixtures or equipment and the rights under the lease for the Approved Location, the purchase price will be an amount equal to one and one-half (1½) times the Net Revenues received by the Franchised Business during the twelve-month period immediately preceding the closing of the purchase of the assets by us. The purchase price will be reduced by any current and long-term liabilities of the Franchised Business assumed by us and any amounts due to us from you at the time of sale. The purchase price for furniture, fixtures, equipment and the rights under the lease for the Approved Location (if we elect to purchase these assets) will be the fair market value as you and we agree. If we and you cannot agree on the fair market value of such furniture, fixtures, equipment or the rights under the lease for the Approved Location, each party will select an independent appraiser who will each provide a written appraisal of such furniture, fixtures, equipment or rights under the lease for the Approved Location and we may elect to exercise the option granted hereunder by paying to you the average of the two appraisals. The total purchase price will be for the assets of the Franchised Business that we elect to purchase, which may not include the furniture, fixtures, equipment and rights under the lease for the Approved Location. We will pay the purchase price to you in twenty four (24) equal, monthly installments following the purchase, provided that you are in full compliance with the covenants contained in this Agreement. If, at any time during the twenty four (24) months following our purchase of your assets, as described above, you breach any covenant contained in this Agreement (or any other agreement between you and us), our obligation to pay the monthly installments will immediately cease. We have the right to offset amounts that you owe to us against any payment that we may be required to make pursuant to this Section 18.5.

- 18.5.2 Subject to our payment of the purchase price in installments as noted above, the closing of the sale will occur within thirty (30) days after we exercise our option to purchase the Franchised Business or such later date as may be necessary to comply with applicable bulk sales or similar laws. At closing, we and you agree to sign and deliver all documents necessary to vest title in the assets purchased by us free and clear of all liens and encumbrances, except any assumed by us. We reserve the right to assign our repurchase rights described above or designate a substitute purchaser of the Franchised Business.
- 18.6 *No Use of the Marks in Other Businesses.* You agree, if you continue to operate or subsequently begin to operate any other business, that you will not use any reproduction, counterfeit copy, and/or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute our rights in and to the Proprietary Marks. You further agree not to use, in any manner whatsoever, any designation of origin, description, trademark, service mark, or representation that suggests or implies a past or present association or connection with us, the System, the equipment, and/or the Proprietary Marks.
- 18.7 *Pay All Sums Due.* You agree to promptly pay all sums owing to us and our affiliates (regardless whether those obligations arise under this Agreement or otherwise). In the event of termination for any of your defaults, those sums will include all damages, costs, and expenses (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses), that we incur as a result of the default.
- 18.8 *Pay Damages.* You agree to pay us all damages, costs, and expenses (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur as a result of your default under this Agreement and/or subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section 18, which will be in addition to amounts due to us under Section 18.11 below.
- 18.9 *Return Confidential Information.* You agree to immediately return to us the Manual, and all other manuals, records, and instructions containing confidential information (including, without limitation, any copies thereof, even if such copies were made in violation of this Agreement), all of which are acknowledged to be our property.
- 18.10 *Right to Enter and Continue Operations.* In order to preserve the goodwill of the System following termination, we (or our designee) will have the right to enter the Franchised Business (without liability to you, your Principals, or otherwise) for the purpose of continuing the Franchised Business's operation and maintaining the goodwill of the business.
- 18.11 *Lost Future Royalties.* If we terminate this Agreement based on your default, or if you abandon or otherwise cease to operate the Franchised Business, in addition to all other amounts due to us under this Agreement, you agree to pay to us, as liquidated damages, an amount calculated as follows: (a) the average of your monthly Royalty Fees that are due under this Agreement for the twelve (12) months immediately before your abandonment or our delivery of the notice of default (or, if you have been operating for less than 12 months, the average of your monthly Royalty Fees for the number of months you have operated the Franchised Business); (b) multiplied by the lesser of 36 or the number of months remaining in the then-current term of this Agreement under Section 2.
- 18.12 *Our Rights.* You agree not to do anything that would potentially interfere with or impede the exercise of our rights under this Section 18.

- 18.13 *Offsets*. We have the right to offset amounts that you owe to us against any payment that we may be required to make under this Agreement.

19 COVENANTS

- 19.1 *Full Time Efforts*. You agree that during the term of this Agreement, except as we have otherwise approved in writing, you (or the Operating Principal or Manager) will devote full time, energy, and best efforts to the management and operation of the Franchised Business.

19.2 *Understandings*.

- 19.2.1 You acknowledge and agree that: (a) pursuant to this Agreement, you will have access to valuable trade secrets, specialized training and Confidential Information from us and our affiliates regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (b) the System and the opportunities, associations and experience we have established and that you will have access to under this Agreement are of substantial and material value; (c) in developing the System, we and our affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; (d) we would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among franchisees in our system if franchisees were permitted to hold interests in Competitive Businesses (as defined below); and (e) restrictions on your right to hold interests in, or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder your activities.

- 19.2.2 As used in this Section 19, the term "**Competitive Business**" is agreed to mean any business that is engaged in the development, marketing, franchising, or distribution of products and/or services (whether patented or otherwise) which involve or relate to our business (e.g. personal lines insurance, auto insurance, home insurance, motorcycle insurance, RV insurance, boat insurance, condo insurance, renters insurance, commercial insurance, life insurance, etc.), or other products and/or technology developed by us during term(s) of this Agreement.

- 19.3 *Covenant Not to Compete or Engage in Injurious Conduct*. Accordingly, you covenant and agree that, during the term(s) of this Agreement and for a continuous period of two (2) years after the nonrenewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16 above, you will not directly, indirectly, for yourself, or through, on behalf of, or in conjunction with any party, in any manner whatsoever, own, maintain, develop, operate, join, engage in, act as a consultant to, franchise or license, make loans to, lease real or personal property to, be associated with, accept any compensation or remuneration from, and/or have any whatsoever interest in, or render services or give advice to, any Competitive Business or Compete (as defined below) against us or our affiliates. During the term of this Agreement, there is no geographical limitation on the restrictions set forth in herein. During the two-year period following the expiration, the non-renewal, or earlier termination of this Agreement, or a transfer as contemplated under Section 16 above, these restrictions will apply within a twenty-five (25) mile radius from the Approved Location(s) from which you were operating the Franchised Business at the time of termination, expiration, non-renewal or transfer (the "**Restricted Area**"). These restrictions will not apply to businesses that you operate that we (or our affiliates) have franchised to you pursuant to a valid franchise agreement. The term "**Compete**" shall mean any of the following: (1) writing or selling insurance policies (i) to any person that resides within the Restricted Area or (ii) that apply to or cover any real or personal property located within the Restricted Area; (2) receiving any

compensation or remuneration associated with any new personal insurance lines policies for any person that resides within the Restricted Area or that covers any real or personal property located within the Restricted Area; (3) soliciting or accepting business from Referral Sources (defined below) located within the Restricted Area; and (4) managing, operating, controlling, or participating in the management, operation, or control of, or being employed by or acting as a consultant to any Competitive Business.

- 19.4 *Restriction on Soliciting Customers and Prospective Customers.* You agree that during the term(s) of this Agreement, you will not attempt to call on, solicit, accept business from, or take away any customers or Prospective Customers of the Franchised Business or of us or our affiliates for the benefit of any person or entity outside the System. You further agree that you will not call on, solicit, accept business from, or take away for the benefit of yourself or any other person or entity, any Prospective Customers or customers of the Franchised Business or of us or our affiliate, that you worked with or serviced in any capacity or that you received any confidential or proprietary Information about, regarding the sale or other offer of products or services similar to those provided by the Franchised Business, for a continuous period of two (2) years after the nonrenewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16 above. The term "**Prospective Customer(s)**" includes any person or entity that received a quote for insurance from the Franchised Business, or any person or entity whose information was provided to the Franchised Business, at any time during the six (6) month period preceding the termination, expiration, non-renewal or transfer of the Agreement.
- 19.5 *Restriction on Soliciting other Goosehead Franchises.* You agree that you will not call on, solicit, or take away for the benefit of yourself or any other person or entity any franchises in the System for a continuous period of two (2) years after the nonrenewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16 above.
- 19.6 *Restriction on Soliciting Referral Sources.* You agree that during the term of this Agreement, for a continuous period of two (2) years after the nonrenewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16 above you will not attempt to call on, solicit, accept leads or business from, utilize, or take away any Referral Sources relating to the sale of insurance products for the benefit of any person or entity outside the System. "**Referral Sources**" include any mortgage specialist or professional, mortgage banker, loan officer, real estate agent, or any other person employed by or working in any capacity with any entity that has provided two (2) or more referrals to you or your agency or to us or our affiliates of customers who successfully purchase Approved Insurance Products during the twenty-four (24) month period prior to the termination, expiration, non-renewal or transfer of this Agreement with whom you had contact as a result of or through the operation of your Franchised Business.
- 19.7 *Approved Location.* You further covenant and agree that, for a continuous period of two (2) years after the expiration of this Agreement, the non-renewal of this Agreement, the termination of this Agreement, and/or a transfer as contemplated in Section 16 above you will not directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation, or other entity, sell, assign, lease, and/or transfer the Approved Location to any person, firm, partnership, corporation, or other entity that you know, or have reason to know, intends to operate a Competitive Business at the Approved Location.
- 19.8 You agree that, by the terms of any conveyance, selling, assigning, leasing or transferring your interest in the Approved Location, you shall include these restrictive covenants as necessary to ensure that a Competitive Business that would violate this Section is not

operated at the Approved Location for this two-year period, and you will take all steps necessary to ensure that these restrictive covenants become a matter of public record.

- 19.9 *Periods of Non-Compliance.* Any period of non-compliance with the requirements of this Section 19, whether such non-compliance takes place after termination, expiration, non-renewal, and/or a transfer, will not be credited toward satisfying the two-year obligation specified above.
- 19.10 *Publicly-Held Entities.* Section 19.3 above will not apply to your ownership of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation. As used in this Agreement, the term "**publicly-held corporation**" will be deemed to refer to a corporation which has securities that have been registered under the Securities Exchange Act of 1934.
- 19.11 *Personal Covenants.* You agree to require and obtain execution of covenants similar to those set forth in Sections 9.3, 11, 16, 18 above, and this Section 19 (as modified to apply to an individual), from your Managers, Producers and other managerial and/or executive staff, as well as your Principals. The covenants required by this section must be in the forms provided in Exhibit D to this Agreement. If you do not obtain execution of the covenants required by this section and deliver to us those signed covenants, that failure will constitute a default under Section 17.2.6 above.
- 19.12 *Construction.* The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. We have the right to reduce in writing the scope of any part of this Section 19 and, if we do so, you agree to comply with the obligations as we have reduced them.
- 19.13 *Claims Not a Defense.* You agree that the existence of any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Section 19. You agree to pay all costs and expenses (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur in connection with the enforcement of this Section 19.
- 19.14 *Covenant as to Anti-Terrorism Laws.* You and the owners of your business ("**Owners**") agree to comply with and/or to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, you and the Owners certify, represent, and warrant that none of their respective property or interests are "blocked" under any of the Anti-Terrorism Laws and that neither you nor any of the Owners are in violation of any of the Anti-Terrorism Laws. You also agree not to knowingly hire or do business with (or continue to employ or do business with) any party who is blocked under any of the Anti-Terrorism Laws. The term "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, as supplemented, the USA PATRIOT Act, and all other laws and regulations addressing or in any way relating to terrorist acts and/or acts of war.
- 19.15 *Book of the Business.* You specifically acknowledge that all insurance policies sold by you, your Manager(s) or Producers are and will remain our property, but, subject to the terms of this Agreement, during the term of this Agreement, you will be entitled to benefit from the revenue generated by the operation of the Franchised Business.
- 19.16 *Defaults.* You acknowledge and agree that your violation of the terms of this Section 19 would result in irreparable injury to us for which no adequate remedy at law may be available, and

you accordingly consent to the issuance of an injunction prohibiting any conduct in violation of the terms of this Section 19.

20 TAXES, PERMITS, AND INDEBTEDNESS

- 20.1 *Payment of Taxes.* You agree to promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind that you incur in the conduct of the business franchised under this Agreement. You agree to pay us an amount equal to any sales tax, gross receipts tax, or similar tax imposed on us with respect to any payments that you make to us as required under this Agreement, unless the tax is credited against income tax that we otherwise pay to a state or federal authority.
- 20.2 *Payment of Vendors.* You agree to promptly pay when due all trade creditors and vendors (including any that are affiliated with us) that supply goods or services to you and/or the Franchised Business.
- 20.3 *Your Right to Contest Liabilities.* If there is a bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event will you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.
- 20.4 *Compliance with Law.* You agree to comply with all federal, state, and local laws, rules, and regulations, and to timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the business franchised under this Agreement, including, without limitation, licenses to do business, health certificates, fictitious name registrations, sales tax permits, and fire clearances. To the extent that the requirements of any such laws are in conflict with the terms of this Agreement, the Manual, or our other instructions, you agree to: **(a)** comply with said laws; **(b)** immediately provide us with written notice describing the nature of the conflict; and **(c)** cooperate with us and our counsel in developing a way to comply with the terms of this Agreement, as well as applicable law, to the extent that it is possible to do so.
- 20.5 *Notice of Violations and Actions.* You agree to notify us in writing within five (5) days after: **(a)** you receive notice of any health or safety violation, any investigation by a government entity, any complaint or notice from the state or federal department of insurance or department of financial services, the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, **(b)** the occurrence of any accident or injury which may adversely affect the operation of the Franchised Business or your financial condition, or give rise to liability or a claim against either party to this Agreement, or **(c)** the discovery of any facts that may give rise to a professional liability claim against either party to this Agreement.

21 INDEPENDENT CONTRACTOR AND INDEMNIFICATION

- 21.1 *Independent Contractor Relationship.* The parties acknowledge and agree that:
- 21.1.1 this Agreement does not create a fiduciary relationship between them;
- 21.1.2 you are the only party that will be in day-to-day control of your franchised business, even though we will share the brand and Proprietary Marks as specified in this

Agreement, and neither this Agreement nor any of the systems, guidance, computer programs, processes, or requirements under which you operate alter that basic fact;

- 21.1.3 nothing in this Agreement and nothing in our course of conduct is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever; and
- 21.1.4 neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed, to state or imply that we are the employer of your employees and/or independent contractors, nor vice versa
- 21.2 *Notice of Status.* At all times during the term of this Agreement and any extensions hereof, you will hold yourself out to the public as an independent contractor operating the business pursuant to a franchise from us. You agree to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the Approved Location, the content of which we reserve the right to specify.
- 21.3 *No Contracts in our Name.* It is understood and agreed that, except as may be necessary for you to provide Products or Services to customers using the Proprietary Marks, nothing in this Agreement authorizes you to make any contract (including leases), agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name; and that we will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action; nor will we be liable by reason of any act or omission in your conduct of the Franchised Business or for any claim or judgment arising therefrom against either party to this Agreement.
- 21.4 *Indemnification.* You agree to indemnify and hold harmless each of the Franchisor Parties against any and all Damages arising directly or indirectly from any Asserted Claim as well as from your breach of this Agreement. Your indemnity obligations will survive the expiration or termination of this Agreement, and will not be affected by the presence of any applicable insurance policies and coverages that we may maintain.
- 21.5 *Definitions.* As used in Section 21.4 above, the parties agree that the following terms will have the following meanings:
- 21.5.1 **"Asserted Claim"** means any allegation, claim or complaint that is the result of, or in connection with, your exercise of your rights and/or carrying out of your obligations under this Agreement (including any claim associated with your operation of the Franchised Business or otherwise), or any default by you under this Agreement, notwithstanding any claim that any Franchisor Party was or may have been negligent.
- 21.5.2 **"Franchisor Parties"** means us, our shareholders, parents, subsidiaries, and affiliates, and their respective officers, directors, employees, and agents.
- 21.5.3 **"Damages"** means all claims, demands, causes of action, suits, damages, liabilities, fines, penalties, assessments, judgments, losses, and expenses (including without limitation expenses, costs and lawyers' fees incurred for any indemnified party's primary defense or for enforcement of its indemnification rights).

22 FORCE MAJEURE

- 22.1 *Impact.* Neither party will be responsible to the other for non-performance or delay in performance occasioned by causes beyond its control, including without limiting the generality

of the foregoing: (a) acts of nature; (b) acts of war, terrorism, or insurrection; (c) strikes, lockouts, labor actions, boycotts, floods, fires, hurricanes, tornadoes, and/or other casualties; and/or (d) our inability (and that of our affiliates and/or suppliers) to manufacture, purchase, provide, and/or cause delivery of any services or products used in the operation of the Franchised Business.

- 22.2 *Transmittal of Funds.* The inability of either party to obtain and/or remit funds will be considered within control of such party for the purpose of Section 22.1 above. If any such delay occurs, any applicable time period will be automatically extended for a period equal to the time lost; provided, however, that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt notice of any such delay; and further provided, however, that you will remain obligated to promptly pay all fees owing and due to us under this Agreement, without any such delay or extension.

23. APPROVALS AND WAIVERS

- 23.1 *Request for Approval.* Whenever this Agreement requires our prior approval or consent, you agree to make a timely written request to us, and such approval or consent must be obtained in writing.
- 23.2 *No Warranties or Guarantees.* You acknowledge and agree that we make no warranties or guarantees upon which you may rely, and that we assume no liability or obligation to you, by providing any waiver, approval, consent, or suggestion to you in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.
- 23.3 *No Waivers.* No delay, waiver, omission, or forbearance on our part to exercise any right, option, duty, or power arising out of any breach or default by you or any other franchisee under any of the terms, provisions, covenants, or conditions of this Agreement, and no custom or practice by the parties at variance with the terms of this Agreement, will constitute our waiver of our right to enforce any such right, option, duty, or power as against you, or as to subsequent breach or default by you. If we accept late payments from you or any payments due, that will not be deemed to be our waiver of any earlier or later breach by you of any terms, provisions, covenants, or conditions of this Agreement. No course of dealings or course of conduct will be effective to amend the terms of this Agreement.

24. NOTICES

Any and all notices required or permitted under this Agreement must be in writing and must be personally delivered, sent by certified U.S. mail, or by other means which affords the sender evidence of delivery, of rejected delivery, or attempted delivery to the respective parties at the addresses shown on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by a means that gives the sender evidence of delivery, rejected delivery, or delivery that is not possible because the recipient moved and left no forwarding address will be deemed to have been given at the date and time of receipt, rejected, and/or attempted delivery. The Manual, any changes that we make to the Manual, and/or any other written instructions that we provide relating to operational matters, are not considered to be "notices" for the purpose of the delivery requirements in this Section 24.

25. ENTIRE AGREEMENT AND AMENDMENT

- 25.1 *Entire Agreement.* This Agreement and the exhibits referred to in this Agreement constitute the entire, full, and complete Agreement between the parties to this Agreement concerning the

subject matter hereof, and supersede all prior agreements. The parties confirm that: (a) they were not induced by any representations other than the words of this Agreement (and the FDD) before deciding whether to sign this Agreement; and (b) they relied only on the words printed in this Agreement in deciding whether to enter into this Agreement. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

- 25.2 *Amendment.* Except for those changes that we are permitted to make unilaterally under this Agreement, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

26 SEVERABILITY AND CONSTRUCTION

- 26.1 *Introductory Paragraphs.* The parties agree that the introductory paragraphs of this Agreement, under the heading "Introduction," are accurate, and the parties agree to incorporate those paragraphs into the text of this Agreement as if they were printed here.

- 26.2 *Severability.* Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement will be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions will be deemed not to be a part of this Agreement. Further, the parties agree that each section, part, term, and/or provision herein that is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, shall be reformed and construed by the court or agency to the extent permitted by law so that it would be valid, legal and enforceable to the maximum extent possible.

- 26.3 *No Third Party Rights.* Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than you, we, and such of our respective successors and assigns as may be contemplated (and, as to you, permitted) by Section 16.4 above, any rights or remedies under or by reason of this Agreement.

- 26.4 *Captions Don't Amend Terms.* All captions in this Agreement are intended solely for the convenience of the parties; and no caption will be deemed to affect the meaning or construction of any provision hereof.

- 26.5 *Including.* The parties agree that when used in this Agreement, the terms "includes" and "including" means "including but not limited to".

- 26.6 *Survival.* All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, will so survive the expiration and/or termination of this Agreement.

- 26.7 *How We Exercise Our Rights.* Although we may exercise any of our rights, carry out any of our obligations, or otherwise discharge any of our duties under this Agreement directly, through the use of employees, independent contractors, professional advisors (for example, a CPA),

or otherwise, we will still remain responsible for the proper performance of our obligations to you under this Agreement.

- 26.8 *Expenses.* Each party will bear all of the costs of exercising its rights and carrying out its responsibilities under this Agreement, except as otherwise provided.
- 26.9 *Counterparts.* This Agreement may be signed in counterparts, and signature pages may be exchanged by fax, each such counterpart, when taken together with all other identical copies of this Agreement also signed in counterpart, will be considered as one complete Agreement.

27 APPLICABLE LAW AND DISPUTE RESOLUTION

- 27.1 *Choice of Law.* This Agreement takes effect when we accept and sign this document. This Agreement will be interpreted and construed exclusively under the laws of the State of Texas, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Texas choice-of-law rules). Nothing in this Section 27.1 is intended by the parties to invoke the application of any franchise, business opportunity, antitrust, implied covenant, unfair competition, fiduciary, and/or other doctrine of law of the State of Texas (or any other state) that would not otherwise apply without this Section 27.1.

- 27.2 *Arbitration.* If the parties are unable to resolve a dispute by mediation as provided in Section 27.3 below, then except as otherwise provided in Section 27.5 below, any dispute, claim, controversy, or cause of action (collectively "claims") incident to or arising from the terms of this Agreement, or the relationship created by this Agreement, shall be resolved by binding arbitration. The arbitration shall be administered by JAMS, Inc. (formerly, "Judicial Arbitration and Mediation Services, Inc.") ("JAMS") and shall be conducted pursuant to the JAMS commercial rules. The arbitration will be administered by the JAMS office at its location nearest to our then-current principal place of business (currently, Dallas, Texas).

- 27.2.1 In any arbitration proceeding, there shall be a single arbitrator selected in accordance with the JAMS rules.

- 27.2.2 The party initiating arbitration shall pay the filing fee of the Provider, if any.

- 27.2.3 Neither party may assert claims against the other on behalf of a class. No arbitration commenced by either party may be joined with any other arbitration involving either party, and no other parties may be joined or may intervene in any arbitration between the parties. The arbitrator shall have no power to consolidate claims or disputes from other parties.

- 27.2.4 The arbitrator shall render his or her decision based solely on the terms of the Agreement and the law of the State of Texas (including, where applicable, federal law). The arbitrator shall apply the Federal Rules of Civil Procedure and the Federal Rules of Evidence unless otherwise modified by JAMS rules. The arbitrator shall set forth his or her decision and the basis for that decision in writing. The arbitrator may award such relief as is recoverable in law or in equity, except that the arbitrator shall not award punitive or exemplary damages of any kind, including without limitations double, treble, and/or any enhanced damages provided for by statute.

- 27.2.5 The arbitration proceeding shall remain confidential and all evidence taken, and the opinion, shall be considered confidential information and precluded from disclosure. No decision by the arbitrator of an issue that arises in any arbitration proceeding between us and you will be applied in any subsequent arbitration proceeding between

us and you. No decision by the arbitrator of an issue that arises in any arbitration proceeding between us and another franchisee of ours can be applied in any arbitration proceeding between us and you.

- 27.2.6 Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction.
- 27.2.7 Any disputes concerning the enforceability or scope of the arbitration clause shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. ("**FAA**"), and the parties agree that the FAA preempts any state law restriction on the enforcement of the arbitration clause. If either we or you commence any action in any court of a claim that is arbitrable under this Agreement, the party commencing the action shall pay the costs, including without limitation reasonable attorneys' fees, incurred by the other party in enforcing the arbitration clause.
- 27.2.8 All costs incurred by the prevailing party in the arbitration, including without limitation reasonable attorneys' fees and arbitrators' fees, shall be paid by the non-prevailing party. The award of the arbitrators shall include an award of such costs.
- 27.2.9 If any portion of this provision is held to be invalid or unenforceable, or if any portion of this provision would, if effective, violate applicable law, that portion of this provision shall be void and of no effect, but the remainder of this provision shall remain in full force and effect.
- 27.2.10 The parties agree that this provision shall survive the expiration or termination of this Agreement pursuant to Section 26.6.
- 27.3 **Mediation.** Before any party may bring an action in court or arbitration against the other, the parties agree that they must first meet to mediate the dispute (except as otherwise provided in Section 27.5 below). Any such mediation will be non-binding and will be conducted in accordance with the then-current rules for mediation of commercial disputes of JAMS, Inc. (formerly, "Judicial Arbitration and Mediation Services, Inc.") at its location nearest to our then-current principal place of business.
- 27.4 **Parties Rights Are Cumulative.** No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor will be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.
- 27.5 **Injunctions.** Nothing contained in this Agreement will bar our right to obtain injunctive relief in a court of competent jurisdiction against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.
- 27.6 **WAIVER OF JURY TRIALS.** EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.
- 27.7 **MUST BRING CLAIMS WITHIN ONE YEAR.** EACH PARTY TO THIS AGREEMENT AGREES THAT ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES' RELATIONSHIP, AND/OR YOUR OPERATION OF THE FRANCHISED BUSINESS, BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER, SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE OCCURRENCE

OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR, IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES, SUCH CLAIM OR ACTION SHALL BE IRREVOCABLY BARRED.

27.8 **WAIVER OF PUNITIVE DAMAGES.** EACH PARTY TO THIS AGREEMENT HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

27.9 *Payment of Legal Fees.* You agree to pay us all damages, costs and expenses (including without limitation reasonable attorneys' fees, arbitration fees, discovery costs, and all other related expenses) that we incur after the termination or expiration of the franchise granted under this Agreement in: (a) obtaining injunctive or other relief for the enforcement of any provisions of this Agreement (including without limitation Sections 9 and 17 above); and/or (b) successfully defending a claim from you that we misrepresented the terms of this Agreement, fraudulently induced you to sign this Agreement, that the provisions of this Agreement are not fair, were not properly entered into, and/or that the terms of this Agreement (as it may be amended by its terms) do not exclusively govern the parties' relationship.

28 **ACKNOWLEDGMENTS**

28.1 *Your Investigation of the Franchised Business Possibilities.* You acknowledge and agree that you have conducted an independent investigation of the business franchised under this Agreement, recognize that this business venture involves business risks, and that your success will be largely dependent upon your ability (or, if you are an entity, your owners as independent businesspersons).

28.2 *No Warranties or Guarantees.* We expressly disclaim the making of, and you acknowledge and agree that you have not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

28.3 *Receipt of FDD and Complete Agreement.* You acknowledge and agree receipt of a copy of this Agreement, the exhibit(s), and agreements relating to this Agreement (if any), with all of the blank lines filled in, with ample time within which to review with applicable advisors. You also acknowledge that you received the FDD at least fourteen (14) days before the date on which this Agreement was signed.

28.4 *You Have Read the Agreement.* You acknowledge and agree that you have read and understood the FDD, this Agreement, and the exhibits to this Agreement.

28.5 *Your Advisors.* You acknowledge that we have recommended that you seek advice from advisors of your own choosing (including a lawyer and an accountant) about the potential benefits and risks of entering into this Agreement, and that you have had sufficient time and opportunity to consult with those advisors.

28.6 *No Conflicting Obligations.* Each party represents and warrants to the others that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from: (a) negotiating and entering into this Agreement; (b) exercising its rights under this Agreement; and/or (c) fulfilling its responsibilities under this Agreement.

28.7 *Your Responsibility for the Choice of the Approved Location.* You acknowledge and agree that you have sole and complete responsibility for the choice of the Approved Location; that we

have not (and will not be deemed to have, even by our approval of the site that is the Approved Location) given any representation, promise, or guarantee of your success at the Approved Location; and that you will be solely responsible for your own success at the Approved Location.

- 28.8 *Your Responsibility for Operation of the Franchised Business:* Although we retain the right to establish and periodically modify System standards, which you have agreed to maintain in the operation of your Franchised Business, you retain the right and sole responsibility for the day-to-day management and operation of the Franchised Business and the implementation and maintenance of system standards at the Franchised Business.
- 28.9 *Different Franchise Offerings to Others:* You acknowledge and agree that we may modify the terms under which we will offer franchises to other parties in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.
- 28.10 *Our Advice:* You acknowledge and agree that our advice is just that; that our advice is not a guarantee of success; and that you are the party that must reach and implement your own decisions about how to operate your Franchised Business on a day-to-day basis under the System.
- 28.11 *Your Independence:* You acknowledge and agree that:
- 28.11.1 you are the only party that employs your employees (even though we may provide you with advice, guidance, and training);
 - 28.11.2 we are not your employer nor are we the employer of any of your staff, and even if we express an opinion or provide advice, we will play no role in your decisions regarding their employment (including matters such as recruitment, hiring, compensation, scheduling, employee relations, labor matters, review, discipline, and/or dismissal);
 - 28.11.3 the guidance that we provide, and requirements under which you will operate, are intended to promote and protect the value of the brand and the Proprietary Marks;
 - 28.11.4 when forming and in operating your business, you had to adopt standards to operate that business, and that instead of developing and implementing your own standards (or those of another party), you chose to adopt and implement our standards for your business (including our System and the requirements under this Agreement); and
 - 28.11.5 you have made (and will remain responsible at all times for) all of the organizational and basic decisions about establishing and forming your entity, operating your business (including adopting our standards as your standards), and hiring employees and employment matters (including matters such as recruitment, hiring, compensation, scheduling, employee relations, labor matters, review, discipline, and/or dismissal), engaging professional advisors, and all other facets of your operation.
- 28.12 *Success Depends on You:* You acknowledge and agree that the success of the business venture contemplated under this Agreement is speculative and depends, to a large extent, upon your ability as an independent businessperson, your active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors. We do not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby.

28.13 *Two or More Signatories.* If two or more persons are signing this Agreement as the "Franchisee" (each, a "**Signatory**"), the parties agree that:

28.13.1 Each Signatory will have the power to individually bind "Franchisee" with respect to us and third parties;

28.13.2 We have the right to treat each Signatory as having the full authority to bind all other Signatories in any and all matters;

28.13.3 We have the right to treat each Signatory as if s/he represents and can act on behalf of all the other Signatory(ies) in all matters;

28.13.4 Even though there may be more than one Signatory, all of the Signatories' rights will be one and none of the Signatories will have the right to exercise any right independent of (and/or apart from) one another;

28.13.5 We have the right to communicate with or provide notice to any Signatory, and such communication or notice will be deemed as having been given to all Signatories; and

28.13.6 If there is a conflict among the Signatories (including us receiving conflicting information from or requests between the Signatories), we have the right to select from among any conflicting or inconsistent requests by, or information from, any of the Signatories, and our selection in such case will be final and dispositive with respect to any such conflict.

28.14 *General Release.* If this Agreement is not the first contract between you (and your affiliates) and us (and our affiliates), then you agree to the following:

*You (on behalf of yourself and your parent, subsidiaries and affiliates and their respective past and present members, officers, directors, members, managers, shareholders, agents and employees, in their corporate and individual capacities) and all guarantors of your obligations under this Agreement (collectively, "**Releasors**") freely and without any influence forever release and covenant not to sue us, our parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively, "**Releasees**"), with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "**claims**"), which any Releasor now owns or holds or may at any time have owned or held, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to this Agreement and all other agreements between any Releasor and any Releasee, the sale of any franchise to any Releasor, the development and operation of the Goosehead Businesses and the development and operation of all other businesses operated by any Releasor that are franchised by any Releasee. You expressly agree that fair consideration has been given by us for this General Release and you fully understand that this is a negotiated, complete and final release of all claims. This General Release does not release any claims arising from representations made in our Franchise Disclosure Document and its exhibits or otherwise impair or affect any claims arising after the date of this Agreement.*

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement in duplicate on the day and year first above written.

Goosehead Insurance Agency, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Address for Notices:

Address for Notices:

1500 Solana Blvd., Suite 4500
Westlake, Texas 76262

Fax: _____
Attn: _____

Fax: _____
Attn: _____

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT A
GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

(TO BE SIGNED BY ALL OWNERS)

In order to induce Goosehead Insurance Agency, LLC ("Franchisor") to sign the Goosehead Insurance Franchise Agreement between Franchisor and _____ ("Franchisee"), dated _____, 201____ (the "Agreement"), each of the undersigned parties, jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's obligations (monetary and otherwise) under the Agreement as well as any other contract between Franchisee and Franchisor (and/or Franchisor's affiliates) will be punctually paid and performed.

Each individual signing this Personal Guarantee acknowledges and agrees, jointly and severally, that:

- Upon Franchisor's demand, s/he will immediately make each payment required of Franchisee under the Agreement and/or any other contract with Franchisor and/or its affiliates.
- S/he waives any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement (and/or any other contract with Franchisor and/or its affiliates); (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; and/or (d) give notice of demand for payment by Franchisee.
- Without affecting the obligations of the undersigned persons under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Each of the undersigned persons waive notice of amendment of the Agreement (and any other contract with Franchisor and Franchisor's affiliates) and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement (and any other contract with Franchisor and Franchisor's affiliates).
- S/he will defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement (and any other contract with Franchisor and Franchisor's affiliates) and/or any amendment to the Agreement.
- S/he will be personally bound by all of Franchisee's covenants, obligations, and promises in the Agreement.
- S/he agrees to be individually bound by all of Franchisee's covenants, obligations, and promises in the Agreement, which include, but are not limited to, the covenants in the following Sections of the Agreement: **Section 9.3** (generally regarding trademarks), **Section 11** (generally regarding confidentiality), **Section 16** (generally regarding Transfers), **Section 18** (generally regarding obligations upon termination or expiration of this Agreement), and **Section 19** (generally regarding covenants against competition) of the Agreement.

- S/he understands that: **(a)** this Guarantee does not grant them any rights under the Agreement (including but not limited to the right to use any of Franchisor's marks such as the "Goosehead Insurance" marks) and/or the system licensed to Franchisee under the Agreement; **(b)** that they have read, in full, and understand, all of the provisions of the Agreement that are referred to above in this paragraph, and that they intend to fully comply with those provisions of the Agreement as if they were printed here; and **(c)** that they have had the opportunity to consult with a lawyer of their own choosing in deciding whether to sign this Guarantee.

This Guarantee will be interpreted and construed in accordance with **Section 27** of the Agreement (including but not limited to the waiver of punitive damages, waiver of jury trial, agreement to bring claims within one year, and agreement not to engage in class or common actions). Among other things, that means that this Guarantee will be interpreted and construed exclusively under the laws of the State of Texas, and that in the event of any conflict of law, Texas law will prevail (without applying Texas conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned persons has signed this Guarantee as of the date of the Agreement.

(in his/her personal capacity)

Printed
Name: _____

Date: _____

Home Address:

(in his/her personal capacity)

Printed
Name: _____

Date: _____

Home Address:

(in his/her personal capacity)

Printed
Name: _____

Date: _____

Home Address:

GOOSEHEAD INSURANCE AGENCY, LLC]
FRANCHISE AGREEMENT
EXHIBIT B
LIST OF PRINCIPALS

Name of Principal	Home Address	Interest %

Initials

Franchisee

Franchisor

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT C

**AUTHORIZATION AGREEMENT FOR ACH PAYMENTS
(DIRECT DEBITS FOR ROYALTY, MARKETING CONTRIBUTION, AND OTHER FEES)**

_____ (Name of Person or Legal Entity)

_____ (ID Number)

The undersigned depositor ("**Depositor**" or "**Franchisee**") hereby authorizes Goosehead Insurance Agency, LLC ("**Franchisor**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**" or "**Bank**") to debit or credit such account(s) pursuant to our instructions.

Depository _____ Branch _____

City _____ State _____ Zip Code _____

Bank Transit/ABA Number _____ Account Number _____

This authorization is to remain in full and force and effect until sixty days after we have received written notification from Franchisee of its termination.

Printed Name
of Depositor: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT D-1

SAMPLE FORM OF
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(to be signed by franchisee with its executive/management personnel)

THIS CONFIDENTIALITY AND NON-DISCLOSURE AND AGREEMENT ("Agreement") is made this _____ day of _____, 201____, by and between _____ (the "**Franchisee**"), and _____, who is a Principal, Manager, supervisor, member, partner, Producer, or employee with Franchisee (the "**Member**").

Background:

A. Goosehead Insurance Agency, LLC ("**Franchisor**") owns a format and system (the "**System**") relating to the establishment and operation of "Goosehead Insurance" businesses providing insurance services, including home insurance, automobile insurance, life insurance, watercraft insurance, and business insurance, operating in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks, as defined below (each, a "**Goosehead Business**").

B. Franchisor identifies Goosehead Businesses by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin (including for example the mark "Goosehead Insurance") and certain other trade names, service marks, and trademarks that Franchisor currently and may in the future designate in writing for use in connection with the System (the "**Proprietary Marks**").

C. Franchisor and Franchisee have executed a Franchise Agreement ("**Franchise Agreement**") granting Franchisee the right to operate a Goosehead Business (the "**Franchised Business**") and to offer and sell products, services, and other ancillary products approved by Franchisor and use the Proprietary Marks in connection therewith under the terms and conditions of the Franchise Agreement.

D. The Member, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must therefore be bound by the same confidentiality provisions that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. Confidential Information. Member agrees that Member will not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any Confidential Information, of the business franchised thereunder which may be communicated to Member or of which Member may be apprised by virtue of your operation under the terms of the Franchise Agreement. Any and all information, knowledge, know-how, and techniques which Franchisor designates as confidential will be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention before disclosure thereof by Franchisor; or which, at or after the time of disclosure by Franchisor to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others. As used in this Agreement, the term "Confidential Information" includes, without limitation, Franchisor's business concepts and plans, operating techniques, marketing methods, processes, vendor information, referral partner information, results of

operations and quality control information, financial information, demographic and trade area information, market penetration techniques, plans, or schedules, the Manuals, customer lists, customer data, insurance carrier information, insurance policy information, underwriting guidelines, research, profiles, preferences, or statistics, itemized costs, franchisee composition, territories, and development plans, and all related trade secrets or other confidential or proprietary information treated as such by Franchisor, whether by course of conduct, by letter or report, or by the use of any appropriate proprietary stamp or legend designating such information or item to be confidential or proprietary, by any communication to such effect made prior to or at the time any Confidential Information is disclosed to the Member.

2. Injunctive Relief. Member acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Member agrees to pay all costs (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) incurred by Franchisor in obtaining equitable relief including specific performance of, or an injunction against violation of, the requirements of this Agreement.

3. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, will be held invalid by any court of competent jurisdiction for any reason, then the Member agrees that the court will have the authority to reform and modify that provision in order that the restriction will be the maximum necessary to protect Franchisor's and/or Member's legitimate business needs as permitted by applicable law and public policy. In so doing, the Member agrees that the court will impose the provision with retroactive effect as close as possible to the provision held to be invalid.

4. Delay. No delay or failure by the Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement will be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

5. Third-Party Beneficiary. Member hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

6. Choice of Law. This Agreement will be interpreted and construed exclusively under the laws of the State of Texas, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Texas choice-of-law rules).

7. Class Action Waiver. Any action commenced by Member or Member's assigns will be conducted on an individual basis, and not as part of a consolidated, common, or class action.

8. Arbitration. Except as provided in Paragraph 2 above, any dispute, claim, controversy, or cause of action incident to or arising from the terms of this Agreement, or the relationship created by this Agreement, shall be resolved by binding arbitration. The arbitration shall be administered by JAMS, Inc. (formerly, "Judicial Arbitration and Mediation Services, Inc.") ("JAMS") and shall be conducted pursuant to the JAMS commercial rules. The arbitration will be administered by the JAMS office at its location nearest to our then-current principal place of business (currently, Dallas, Texas), by a single arbitrator selected in accordance with the JAMS rules.

9. Waiver of Jury Trials. Each party to this agreement irrevocably waives trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.

IN WITNESS WHEREOF, the Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

FRANCHISEE

MEMBER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT D-2
SAMPLE FORM OF
IN-TERM NON-COMPETITION AGREEMENT
(to be signed by franchisee with its executive/management personnel)

THIS IN-TERM NON-COMPETITION AGREEMENT ("Agreement") is made this ____ day of _____, 201____, by and between _____ (the "Franchisee"), and _____, who is a Principal, Manager, supervisor, member, partner, Producer or employee with Franchisee (the "Member").

Background:

A. Goosehead Insurance Agency, LLC ("**Franchisor**") owns a format and system (the "**System**") relating to the establishment and operation of "Goosehead Insurance" businesses providing insurance services, including home insurance, automobile insurance, life insurance, watercraft insurance, and business insurance, operating in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks, as defined below (each, a "**Goosehead Business**").

B. Franchisor identifies Goosehead Businesses by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin (including for example the mark "Goosehead Insurance") and certain other trade names, service marks, and trademarks that Franchisor currently and may in the future designate in writing for use in connection with the System (the "**Proprietary Marks**").

C. Franchisor and Franchisee have executed a Franchise Agreement ("**Franchise Agreement**") granting Franchisee the right to operate a Goosehead Business (the "**Franchised Business**") and to offer and sell products, services, and other ancillary products approved by Franchisor and use the Proprietary Marks in connection therewith under the terms and conditions of the Franchise Agreement.

D. The Member, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must therefore be bound by the same non-competition provisions that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. Covenants.

(a) Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of his/her position with Franchisee, Member will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System.

(b) *Non-compete.* Member hereby covenants and agrees that, during the term(s) of the Franchise Agreement, Member will not directly, indirectly, for himself or herself, or through, on behalf of, or in conjunction with any party, in any manner whatsoever, own, maintain, develop, operate, join, engage in, act as a consultant to, franchise or license, be associated with, accept any compensation or remuneration from, and/or have any whatsoever interest in, or render services or give advice to, any Competitive Business or otherwise Compete (as defined below) against Franchisor or its affiliates.

During the term of the Franchise Agreement, there is no geographical limitation on the restrictions set forth in herein. "**Compete**" shall mean engaging in the following activities on behalf of any Competitive Business: (1) writing or selling insurance policies; (2) receiving any compensation or remuneration associated with any new personal insurance lines policies for any person or property; (3) soliciting or accepting business from Referral Sources (defined below); or (4) managing, operating, controlling, or participating in the management, operation, or control of, or being employed by or acting as a consultant to any Competitive Business.

(c) *Restriction on Soliciting Customers and Prospective Customers.* Member hereby covenants and agrees that during the term(s) of the Franchise Agreement, Member will not attempt to call on, solicit, accept business from, or take away any customers or Prospective Customers of Franchisor or its affiliates for the benefit of any person or entity outside the System.

(d) *Restriction on Soliciting Referral Sources.* Member agrees that during the term of the Franchise Agreement, Member will not attempt to call on, solicit, accept leads or business from, utilize, or take away any Referral Sources for the benefit of any person or entity outside the System.

(e) As used in this Agreement:

(i) the term "**Competitive Business**" is agreed to mean any business that is engaged in the development, marketing, franchising, or distribution of products and/or services (whether patented or otherwise) which involve or relate to the our business (e.g. personal lines insurance, auto insurance, home insurance, motorcycle insurance, RV insurance, boat insurance, condo insurance, renters insurance, commercial insurance, life insurance, etc.), or other products and/or technology developed by Franchisor during the term of the Franchise Agreement;

(ii) The term "**Prospective Customer(s)**" include any person or entity that received a quote insurance from the Franchised Business at any time in the prior six-month period or any person or entity whose information was provided to the Franchised Business at any time during the prior six months; and

(iii) the term "**Referral Sources**" include any mortgage specialist or professional, mortgage banker, loan officer, real estate agent, or any other person employed by or working in any capacity with any entity that has provided two or more referrals to the Franchised Business or to Franchisor or its affiliates of customers who successfully purchase insurance products during the prior twenty-four (24) month period with whom the Member had contact as a result of or through his or her employment in the Franchised business.

2. Injunctive Relief. Member acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Member agrees to pay all costs (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

3. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, will be held invalid by any court of competent jurisdiction for any reason, then the Member agrees that the court will have the authority to reform and modify that provision in order that the restriction will be the maximum necessary to protect Franchisor's and/or Member's legitimate business needs as permitted by applicable law and public policy. In so doing, the Member agrees that the court will impose the provision with retroactive effect as close as possible to the provision held to be invalid.

4. Delay. No delay or failure by the Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement will be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

5. Third-Party Beneficiary. Member hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

6. Choice of Law. This Agreement will be interpreted and construed exclusively under the laws of the State of Texas, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Texas choice-of-law rules).

7. Class Action Waiver. Any action commenced by Member or Member's assigns will be conducted on an individual basis, and not as part of a consolidated, common, or class action.

8. Arbitration. Except as provided in Paragraph 2 above, any dispute, claim, controversy, or cause of action incident to or arising from the terms of this Agreement, or the relationship created by this Agreement, shall be resolved by binding arbitration. The arbitration shall be administered by JAMS, Inc. (formerly, "Judicial Arbitration and Mediation Services, Inc.") ("**JAMS**") and shall be conducted pursuant to the JAMS commercial rules. The arbitration will be administered by the JAMS office at its location nearest to our then-current principal place of business (currently, Dallas, Texas), by a single arbitrator selected in accordance with the JAMS rules.

9. Waiver of Jury Trials. Each party to this agreement irrevocably waives trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.

IN WITNESS WHEREOF, the Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

FRANCHISEE

MEMBER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT D-3
SAMPLE FORM OF
POST-TERM NON-COMPETITION AGREEMENT
(to be signed by franchisee with its executive/management personnel)

THIS POST-TERM NON-COMPETITION AGREEMENT ("Agreement") is made this _____ day of _____, 201____, by and between _____ (the "Franchisee"), and _____, who is a Principal, Manager, supervisor, member, partner, Producer or employee with Franchisee (the "Member").

Background:

A. Goosehead Insurance Agency, LLC ("Franchisor") owns a format and system (the "System") relating to the establishment and operation of "Goosehead Insurance" businesses providing insurance services, including home insurance, automobile insurance, life insurance, watercraft insurance, and business insurance, operating in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks, as defined below (each, a "Goosehead Business").

B. Franchisor identifies Goosehead Businesses by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin (including for example the mark "Goosehead Insurance") and certain other trade names, service marks, and trademarks that Franchisor currently and may in the future designate in writing for use in connection with the System (the "Proprietary Marks").

C. Franchisor and Franchisee have executed a Franchise Agreement ("Franchise Agreement") granting Franchisee the right to operate a Goosehead Business (the "Franchised Business") and to offer and sell products, services, and other ancillary products approved by Franchisor and use the Proprietary Marks in connection therewith under the terms and conditions of the Franchise Agreement.

D. The Member, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must therefore be bound by the same non-competition provisions that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. Covenants. Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of his/her position with Franchisee, Member will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System.

(a) Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of his/her position with Franchisee, Member will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System.

(b) Non-compete. Member covenants and agrees that for a continuous period of two (2) years after the termination of the Franchise Agreement and/or Member's termination from the

Franchised Business, Member will not directly, indirectly, for the Member, or through, on behalf of, or in conjunction with any party, in any manner whatsoever, own, maintain, develop, operate, join, engage in, act as a consultant to, franchise or license, make loans to, lease real or personal property to, be associated with, accept any compensation or remuneration from, and/or have any whatsoever interest in, or render services or give advice to, any Competitive Business or Compete (as defined below) against Franchisor or its affiliates. These restrictions will apply within a twenty-five (25) mile radius from the Approved Location(s) where the Member was working at the earlier of the time of the Member's termination or the termination, expiration, non-renewal or transfer of the Franchise Agreement (the "**Restricted Area**"). These restrictions will not apply to Member if member works for another Goosehead Business or if Member owns and/or operates a franchised Goosehead Business.

(c) **Restriction on Soliciting Customers and Prospective Customers.** Member covenants and agrees that Member will not call on, solicit, accept business from, or take away for the benefit of the Member or any other person or entity, any customer or Prospective Customer of the Franchised Business or of Franchisor or its affiliates, that Member worked with or serviced in any capacity or that Member received any confidential information or Proprietary Information about, regarding the sale or other offer of products or services similar to those provided by the Franchised Business, for the Post-Term Period (as defined below).

(d) **Restriction on Soliciting other Franchises.** Member covenants and agrees that Member will not call on, solicit, or take away for the benefit of the Member or any other person or entity any franchises in the Franchisor's franchise system for the Post-Term Period.

(e) **Restriction on Soliciting Referral Sources.** Member covenants and agrees that Member will not attempt to call on, solicit, accept leads or business from, utilize, or take away for the benefit of the Member or any other person or entity any Referral Sources in the Franchisor's franchise system for the Post-Term Period.

(f) **As used in this Agreement:**

(i) the term "**Competitive Business**" means any business that is engaged in the development, marketing, franchising, or distribution of products and/or services (whether patented or otherwise) which involve or relate to the our business (e.g. personal lines insurance, Auto Insurance, Home Insurance, Motorcycle Insurance, RV Insurance, Boat Insurance, Condo Insurance, Renters Insurance, Commercial Insurance, Life Insurance, etc.), or other products and/or technology developed by Franchisor during the term(s) of the Franchise Agreement;

(ii) the term "**Compete**" means any of the following: (1) writing or selling insurance policies (i) to any person that resides within the Restricted Area or (ii) that apply to or cover any real or personal property located within the Restricted Area; (2) receiving any compensation or remuneration associated with any new personal insurance lines policies for any person that resides within the Restricted Area or that covers any real or personal property located within the Restricted Area; (3) soliciting or accepting business from Referral Sources (defined below) located within the Restricted Area; and (4) managing, operating, controlling, or participating in the management, operation, or control of, or being employed by or acting as a consultant to any Competitive Business;

(iii) the term "**Post-Term Period**" means a continuous uninterrupted period of two (2) years from the date of: (i) a transfer as contemplated under Section 16 of the Franchise Agreement; (ii) expiration or termination of the Franchise Agreement (regardless of the cause for termination); (iii) termination of Member's employment with Franchisee; and/or (iv) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Agreement; either directly

or indirectly (through, on behalf of, or in conjunction with any persons, partnership, corporation or entity). Any period of non-compliance with the requirements of this Section 1, whether such non-compliance takes place after termination, expiration, non-renewal, and/or a transfer, will not be credited toward satisfying the two-year obligation specified above;

(iv) the term "**Prospective Customer(s)**" includes any person or entity that received a quote for insurance from the Franchised Business at any time in the six-month period preceding the earlier of the Member's termination from the Franchised Business and/or the termination of the Franchise Agreement or any person or entity whose information was provided to the Franchised Business at any time in the six-month period preceding the earlier of the termination of the Member from the Franchised Business or the termination of the Franchise Agreement.

(v) the term "**Referral Sources**" include any mortgage specialist or professional, mortgage banker, loan officer, real estate agent, or any other person employed by or working in any capacity with any entity that has provided two or more referrals to the Franchised Business or to Franchisor or its affiliates of customers who successfully purchase insurance products during the prior twenty-four (24) month period with whom the Member had contact as a result of or through his or her employment in the Franchised business.

2. **Injunctive Relief.** Member acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Member agrees to pay all costs (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

3. **Severability.** All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, will be held invalid by any court of competent jurisdiction for any reason, then the Member agrees that the court will have the authority to reform and modify that provision in order that the restriction will be the maximum necessary to protect Franchisor's and/or Member's legitimate business needs as permitted by applicable law and public policy. In so doing, the Member agrees that the court will impose the provision with retroactive effect as close as possible to the provision held to be invalid.

4. **Delay.** No delay or failure by the Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement will be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

5. **Third-Party Beneficiary.** Member hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

6. **Choice of Law.** This Agreement will be interpreted and construed exclusively under the laws of the State of Texas, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Texas choice-of-law rules).

7. **Class Action Waiver.** Any action commenced by Member or Member's assigns will be conducted on an individual basis, and not as part of a consolidated, common, or class action.

8. **Arbitration.** Except as provided in Paragraph 2 above, any dispute, claim, controversy, or cause of action incident to or arising from the terms of this Agreement, or the relationship created by this Agreement, shall be resolved by binding arbitration. The arbitration shall be administered by

JAMS, Inc. (formerly, "Judicial Arbitration and Mediation Services, Inc.") ("**JAMS**") and shall be conducted pursuant to the JAMS commercial rules. The arbitration will be administered by the JAMS office at its location nearest to our then-current principal place of business (currently, Dallas, Texas), by a single arbitrator selected in accordance with the JAMS rules.

9. Waiver of Jury Trials. Each party to this agreement irrevocably waives trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.

IN WITNESS WHEREOF, the Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

FRANCHISEE

MEMBER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT E

SITE SELECTION ADDENDUM

Goosehead Insurance Agency, LLC ("Franchisor" or "us" or "we") and _____ ("Franchisee" or "you") have this ____ day of _____, 20____ entered into a Goosehead Insurance Franchise Agreement ("Franchise Agreement") and wish to supplement its terms as set out below in this Site Selection Addendum (the "Addendum"). The parties agree as follows:

AGREEMENT

1. **Time to Locate Site:** No less than thirty (30) days before the Commencement Date (as defined in the Franchise Agreement), you agree to acquire or lease/sublease, at your own expense, commercial real estate that is properly zoned for the use of the business that you will conduct under the Franchise Agreement (the "Franchised Business") at a site that we will have approved in writing as provided below.

a. Such location must be within the following area: _____

(the "Site Selection Area").

b. The only reason that the Site Selection Area is described is for the purpose of selecting a site for the Franchised Business.

c. For purposes of this Addendum, the term "**Search Period**" means ninety (90) days from the Effective Date, or the period from the date of this Addendum until we have approved of a location for your Franchised Business, whichever event first occurs.

d. If you do not acquire or lease a site (that we have approved in writing) for the Franchised Business in accordance with this Addendum by not later than one hundred and fifty (150) days after the Effective Date (as defined in the Franchise Agreement), that will constitute a default under Section 17.2 of the Franchise Agreement and also under this Addendum, and we will have the right to terminate the Franchise Agreement and this Addendum pursuant to the terms of Section 17.2 of the Franchise Agreement.

2. **Site Evaluation Services:** We will provide you with our site selection guidelines, including our minimum standards for a location for the Franchised Business, and such site selection counseling and assistance as we may deem advisable. If we deem on-site evaluation to be necessary and appropriate, we will conduct up to two (2) on-site evaluations at our cost and expense. If we perform any additional on-site evaluations, you must reimburse us, as applicable, for all reasonable expenses that we incur in connection with such on-site evaluation, including, without limitation, the cost of travel, lodging and meals. We will not provide on site evaluation for any proposed site before we have received from you a completed site approval form for the site (prepared as set forth in Section 3 below).

3. **Site Selection Package Submission and Approval:** You must submit to us, in the form that we specify: (a) a completed site approval form (in the form that we require); and (b) such other information or materials that we may reasonably require. You acknowledge that time is of the essence. We will have thirty (30) days after receipt of all such information and materials from you to approve or disapprove the proposed site as the location for the Franchised Business. We have the right to approve or disapprove any such site to serve as the Approved Location for the Franchised Business. If we do

not approve a proposed site by giving you written notice within the 30-day period, then we will be deemed to have disapproved the site.

4. **Lease Responsibilities**: After we have approved a site and before the expiration of the Search Period, you must execute a lease or a binding agreement to purchase the site. You must submit a copy of the lease to us. Even if we examine the Lease, we are not responsible for review of the Lease for any terms other than those contained in the Lease Rider.

5. **Approved Location**: After we have approved the location for the Franchised Business and you have leased or acquired that location, the location will constitute the **Approved Location** described in Section 1.2 of the Franchise Agreement. The Approved Location will be specified on the Declarations Page to the Franchise Agreement, and will become a part the Franchise Agreement.

a. You Franchisee hereby acknowledge and agree that our approval of a site does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the site for the Franchised Business or for any other purpose. Our approval of the site indicates only that we believe the site complies with our minimum acceptable criteria solely for our own purposes as of the time of the evaluation. The parties each acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to our approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from criteria that we used could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond our control.

b. We will not be responsible for the failure of a site (even if we have approved that site) to meet your expectations as to revenue or operational criteria.

c. You acknowledge and agree that your acceptance of a franchise for the operation of the Franchised Business at the site is based on its own independent investigation of the suitability of the site.

6. **Construction**: This Addendum will be considered an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum will be controlling with respect to the subject matter hereof. All capitalized terms not otherwise defined herein will have the same meaning as set forth in the Franchise Agreement. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to duly execute and deliver this Addendum on the date first above written.

Goosehead Insurance Agency, LLC
Franchisor

Franchisee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT F
PROMISSORY NOTE

PROMISSORY NOTE

[\$50,000] [\$30,000]

Westlake, Texas

_____, 201__

FOR VALUE RECEIVED, the undersigned, _____, a [resident of] [corporation organized in] [limited liability company organized in] the state of _____ and having offices at _____ (the "**Maker**"), promise to pay to the order of Goosehead Insurance Agency, LLC (the "**Holder**"), the principal sum of [Fifty Thousand Dollars (\$50,000)] [Thirty Thousand Dollars (\$30,000)] (the "**Principal Amount**") at Holder's address at 1500 Solana Blvd., Suite 450, Westlake, Texas 76262 (or such other place as the Holder may designate in writing).

This promissory note ("**Note**") is entered into in connection with Maker's obligation to pay to Holder the "Initial Franchise Fee" set out in the Goosehead Insurance Franchise Agreement dated _____, 201__ between Holder and Maker (the "**Franchise Agreement**"). Any capitalized terms used in this Note but not otherwise defined will have the same meaning as set out in the Franchise Agreement.

1 Payment Provisions.

- 1.1 Payments. Maker shall pay the Principal Amount due of this Note in lawful currency of the United States of America in immediately available funds without setoff, defense or counterclaim at such place as the Holder shall designate to the Maker in writing. Maker shall pay the Principal Amount to Holder in sixty (60) equal monthly payments of [Eight Hundred and Thirty-three Dollars and Thirty-three cents (\$833.33)] [Five Hundred Dollars (\$500)] (each, a "**Payment**"). Each Payment shall be due and payable by Maker to Holder on the Twenty-fifth (25th) day of each Month, beginning on _____, 201__. The full Principal Amount is due and payable to Holder on or before _____, 20__ (the "**Maturity Date**"). Each Month that a Payment is due to Holder under this Note, Holder will retain the Payment, among other amounts due from Maker to Holder under the Franchise Agreement, before remitting Net Revenues to Maker as set out in the Franchise Agreement. However, Maker's obligation to make Payments to Holder under this Note is not affected by any default or non-performance by Maker under, or termination of, the Franchise Agreement.
- 1.2 Optional Prepayments; Application of Payments. Maker may prepay this Note, in whole or in part, at any time without penalty or premium.

2 Default.

- 2.1 Any one or more of the following events shall constitute an event of default ("**Default**") under this Note:
- 2.1.1 If Maker fails to make any Payment, when due, either by the terms hereof or by acceleration or otherwise;
- 2.1.2 If at any time there are Net Revenues (defined below) necessary to make a Payment under this Note, when due;
- 2.1.3 If Maker is at any time in default of the provisions of the Franchise Agreement; and/or

- 2.1.4 If Maker sells, transfers, or otherwise assigns all or substantially all of its assets (and/or a person who owns any interest in Maker sells, transfers, or otherwise assigns his/her interest in Maker) to a third party.
- 2.2 "**Net Revenues**" are defined as Gross Revenues net of Royalty Fees, Marketing Contributions (if applicable) and Technology Fees.
- 2.3 Upon the occurrence of any Default, Holder may (at its option and in addition to any right, power, or remedy permitted by law or equity), by written notice to Maker, declare the unpaid Principal Amount of this Note to be (and the same shall thereupon be) due and payable in its entirety. No waiver by Holder of any Default shall operate as a waiver of any other default or the same default on a future occasion.
- 3 **Failure to Meet Payment Schedule; Interest.** If any Payment required under this Note is not made in full, on or before the date due, then the Principal Amount shall become immediately due and payable, in full, and interest shall be calculated on the then-remaining balance of Principal Amount due at the rate of eighteen percent (18%) per annum (or the maximum rate permitted by law) in addition to all other remedies available to Holder.
- 4 **Assignment.** This Note and the obligations hereunder may not be assigned by the Maker without Holder's prior written consent.
- 5 **Successors and Assigns.** Any reference to the Holder hereof shall be deemed to include the successors and assigns of such Holder, and all covenants, promises, and agreements by or on behalf of the Maker that are contained in this Note shall bind and inure to the benefit of the successors and assigns of such Holder and to any future holders of this Note, whether or not such persons expressly become parties hereto or thereto.
- 6 **Waiver.** No waiver of any obligation of the Maker or the Holder under this Note shall be effective unless it is in a signed writing. A waiver by the Maker or the Holder of any right or remedy under this Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time.
- 7 **Severability.** If any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby.
- 8 **Enforcement.** If any action or proceeding is brought by the Holder to enforce payment of this Note, then the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred therein.
- 9 **Governing Law and Arbitration.** This Note shall be governed by, construed, and enforced exclusively in accordance with the laws of the State of Texas, without regard to Texas choice of law provisions. Any dispute, claim, controversy, or cause of action incident to or arising from the terms of this Note shall be resolved by binding arbitration. The arbitration shall be administered by JAMS, Inc. (formerly, "Judicial Arbitration and Mediation Services, Inc.") ("**JAMS**") and shall be conducted pursuant to the JAMS commercial rules. The arbitration will be administered by the JAMS office at its location nearest to Holder's then-current principal place of business (currently, Dallas, Texas), by a single arbitrator selected in accordance with the JAMS rules. The parties acknowledge and agree that this Note is not subject to the mandatory mediation provisions of Section 27.3 of the Franchise Agreement.

- 10 Time of the Essence. Time is of the essence of each and every provision of this Note.
- 11 Parties in Interest. This Note shall bind the Maker and its successors and assigns.
- 12 Enforcement. If any action or proceeding is brought by the Holder (or any party acting on Holder's behalf or as Holder's successor-in-interest) to collect or enforce payment of this Note, then the Maker shall pay to the Holder any reasonable attorneys' fees and other costs and expenses incurred in connection with such collection or enforcement.
- 13 WAIVER OF JURY TRIAL. THE MAKER WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIMS OF ANY KIND ARISING UNDER OR RELATING TO THIS NOTE. THE MAKER ACKNOWLEDGES THAT THIS IS A WAIVER OF A LEGAL RIGHT AND REPRESENTS TO HOLDER THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH COUNSEL. THE MAKER AGREES THAT ALL SUCH CLAIMS SHALL BE TRIED BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. THIS WAIVER OF JURY TRIAL IS A MATERIAL PART OF THE CONSIDERATION FOR THE FINANCING EVIDENCED BY THIS NOTE.
- 14 Notices. Any and all notices required or permitted under this Note must be in writing and must be personally delivered, sent by certified U.S. mail, or by other means which affords the sender evidence of delivery, of rejected delivery, or attempted delivery to Holder's address in the introductory paragraph of this Note and to Maker's addresses shown below Maker's signature, unless and until a different address has been designated by written notice to the other party. Any notice by a means that gives the sender evidence of delivery, rejected delivery, or delivery that is not possible because the recipient moved and left no forwarding address will be deemed to have been given at the date and time of receipt, rejected, and/or attempted delivery.
- 15 Class Action Waiver. Any action commenced by Maker or Maker's assigns will be conducted on an individual basis, and not as part of a consolidated, common, or class action.
- 16 Section Headings. The section headings in this Note are for convenience of reference only, do not constitute a part of this Note, and shall not affect its interpretation.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed and its seal affixed on the day and year first above written.

Maker

By: _____
Name: _____
Title: _____

Address for Notices:

Fax: (____) _____

GUARANTEE

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, each and all of the undersigned agrees as follows:

As part of the inducement to Goosehead Insurance Agency, LLC ("**Holder**") to permit _____, a [resident of] [corporation organized in] [limited liability company organized in] the _____ state of _____ and having offices at _____ (the "**Maker**") to pay to Holder the Principal Amount through the attached Promissory Note (the "**Note**"), in the amount of [Fifty Thousand Dollars (\$50,000)] [Thirty Thousand Dollars (\$30,000)], the undersigned hereby unconditionally guarantees to Holder and Holder's successors and assigns that all of the monetary obligations of Maker under the attached Note shall be punctually paid and performed.

Upon demand by Holder, the undersigned shall immediately make each Payment required of the Maker under the Note. The undersigned hereby waives any right to require Holder to: (a) proceed against the Maker for any payment required under the Note; (b) proceed against or exhaust any security from the Maker; and/or (c) pursue or exhaust any remedy, including any legal or equitable relief, against the Maker. Without affecting the obligations of the undersigned under this Guarantee, Holder may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of the Maker, or settle, adjust, or compromise any claims against the Maker. The undersigned waives notice of amendment of the Note and notice of demand for payment by the Maker, and agrees to be bound by any and all such amendments and changes to the Note.

The undersigned hereby agrees to defend, indemnify, and hold Holder harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by the Maker to perform any obligation of the Maker under the Note, any amendment thereto, or any other Note executed by the Maker referred to therein.

This Guarantee shall terminate upon full payment of all principal and interest due under the Note. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Note. This Guarantee shall be interpreted and construed exclusively under the laws of the State of Texas. If there is any conflict of law, the laws of the State of Texas shall prevail (without regard to, and without giving effect to, the application of Texas conflict of law rules). Any dispute, claim, controversy, or cause of action incident to or arising from the terms of this Guarantee shall be resolved by binding arbitration. The arbitration shall be administered by JAMS, Inc. (formerly, "Judicial Arbitration and Mediation Services, Inc.") ("**JAMS**") and shall be conducted pursuant to the JAMS commercial rules. The arbitration will be administered by the JAMS office at its location nearest to Holder's then-current principal place of business (currently, Dallas, Texas), by a single arbitrator selected in accordance with the JAMS rules. Any action commenced by the undersigned or the undersigned's assigns will be conducted on an individual basis, and not as part of a consolidated, common, or class action.

THE GUARANTOR WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIMS OF ANY KIND ARISING UNDER OR RELATING TO THIS GUARANTEE. THE GUARANTOR ACKNOWLEDGES THAT THIS IS A WAIVER OF A LEGAL RIGHT AND REPRESENTS TO HOLDER THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH COUNSEL. THIS

WAIVER OF JURY TRIAL IS A MATERIAL PART OF THE CONSIDERATION FOR THE FINANCING EVIDENCED BY THE NOTE.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

(in his/her personal capacity)

Printed
Name: _____

Date: _____

Home Address: _____

(in his/her personal capacity)

Printed
Name: _____

Date: _____

Home Address: _____

(in his/her personal capacity)

Printed
Name: _____

Date: _____

Home Address: _____

EXHIBIT B

RELEASE

This **RELEASE**, dated as of the Effective Date (defined below) ("**Release**"), is by and between Goosehead Insurance Agency, LLC, a limited liability company with its principal place of business located at 1500 Solana Blvd., Suite 4500, Westlake, TX 76262 ("**Goosehead**" or "**Franchisor**") and the undersigned person or entity ("**Franchisee**"). Goosehead and Franchisee shall collectively be referred to as the "**Parties**."

Background

- A. Goosehead and Franchisee have previously entered into a Franchise Agreement dated [date], for a business located at [address] ("**Agreement**").
- B. The Agreement requires that Franchisee execute a general release in favor of Franchisor as a condition for Goosehead's approval of a proposed [renewal] [transfer] of the Agreement and/or Franchisee's rights under the Agreement.

NOW THEREFORE, incorporating the foregoing Background herein by reference and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release

- (a) Franchisee hereby fully and forever releases and discharges Franchisor its attorneys, insurers, officers, directors, stockholders, agents, servants, representatives, employees, successors, predecessors, assigns, parents, affiliates and subsidiaries, whether named herein or not (collectively referred to herein as, "**the Westlake Parties**") from any and all Claims, whether known or unknown, which Franchisee has, may have, had, or may have had against any of the Westlake Parties from the beginning of time until the date of this Agreement.
- (b) Franchisee represents and warrants that it/he/she may later learn of new or different facts, but that still, it is that party's intention to fully, finally, and forever release all of the Claims that are released in this Release. This includes Franchisee's waiver of state laws that might apply to limit a release (such as Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his [or her] favor at the time of executing the release, which if known by him [or her] must have materially affected his [or her] settlement with the debtor").
- (c) Franchisee agrees that this Release shall be in all respects effective and not subject to termination or rescission for any reason whatsoever. This Release is freely and voluntarily executed by Franchisee, who represents that it has not relied upon any inducements, promises, or representations made by Franchisor.

- (d) As used in this Release, the term “**Claims**” means any and all manner of actions, causes of action, suits, debts, dues, sums of money, account reckonings, bonds, bills, specialties, covenants, contracts, controversies, sanctions, costs, attorneys’ fees, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, of whatever kind or nature, whether absolute or contingent, known or unknown, matured or unmatured, at law, in equity, or in any other proceeding, that a party currently owns and holds, has ever owned or held, and/or may in the future own or hold.

2. Representations and Warranties. Franchisee represents and warrants to the Franchisor as follows:

- (a) The execution and delivery of this Release does not violate (i) any law applicable to Franchisee; (ii) Franchisee’s organizational documents; or (iii) any other agreement binding upon Franchisee.
- (b) Franchisee has the power and authority to execute and deliver this Release and has taken all necessary action (corporate or otherwise) to authorize the execution and delivery of this Release.

3. Miscellaneous.

- (a) This Release shall be construed in accordance with and governed by the laws of Texas, without regard to Texas conflict of laws rules.
- (b) The Parties agree that for any and all disputes, differences, or questions arising under this Release, jurisdiction shall be exclusively in the State of Texas, and venue shall lie exclusively in the federal and/or state courts having jurisdiction over Tarrant County, Texas.
- (c) The Parties acknowledge that, except as expressly set forth herein, no representations of any kind or character have been made to them by any party or by any agent, representative, or attorney to induce the execution of this Release.
- (d) In the event that any party to this Release incurs attorneys’ fees or other expenses as a result of litigation arising out of a default of a contractual obligation of this Release, the prevailing party shall be entitled to reimbursement of its reasonable costs and expenses (including, but not limited to, attorneys’ fees) incurred by the prevailing party.
- (e) This Release constitutes the sole agreement of the Parties with respect to the subject matter hereof and thereof and supersedes all oral negotiations and prior writings with respect to the subject matter hereof and thereof. No amendment of this Release, and no waiver of any one or more of the provisions hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- (f) Should any provision of this Release be declared or determined to be invalid or illegal, the validity of the remaining terms or provisions shall not be affected

thereby, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

- (g) The Parties agree that this Release may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute the Release by signing any one of such counterparts. In any action to enforce this Release or any term hereof, it shall be necessary only to introduce a counterpart of this Release executed by the Parties against whom enforcement is sought without necessity for the introduction of other counterparts or proof as to the execution of other counterparts by the other Parties.
- (h) This Release (i) shall be binding upon the parties hereto and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns, and (ii) shall inure to the benefit of the parties hereto and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns.
- (i) The "Effective Date" of this Release shall be _____.

IN WITNESS WHEREOF, the parties have caused this Release to be signed by their duly authorized representatives as of the dates indicated below.

GOOSEHEAD INSURANCE AGENCY,
LLC
FRANCHISOR

FRANCHISEE

By: _____

By: _____

Name: P. Ryan Langston

Name: _____

Title: General Counsel

Date: _____

Date: _____

EXHIBIT C

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	NEW YORK New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8236
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department 600 East Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	RHODE ISLAND Department of Business Regulation Securities Division Bldg. 69, First Floor / John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	WASHINGTON Department of Financial Institutions Securities Division—3 rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	WISCONSIN Office of the Commissioner of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703 (608) 261-9555

EXHIBIT D

AGENTS FOR SERVICE 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 service of process in these states:

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	NEW YORK New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Commissioner 600 East Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division Bldg. 69, First Floor - John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	SOUTH DAKOTA Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	WASHINGTON Director of Department of Financial Institutions Securities Division - 3 rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	WISCONSIN Commissioner of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703 (608) 261-9555

EXHIBIT E-1

LIST OF CURRENT FRANCHISEES

* indicates signed agreement but unit not yet open as of 12/31/2018

** indicates agreement signed after 12/31/2018

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Will Battle, Carter Hughes, Scott Hughes**		Birmingham	AL	-	(205) 401-6724
Phillip Powell**	550 Seagaze Drive, L113	Oceanside	CA	92054	(760) 419-3414
Nickolas Peterson**	1485 Civic Court, Suite 1352	Concord	CA	94520	707-318-9607
Mariana Hermosillo*		Ventura	CA		(805) 654-1222
Maria Gracian*	-	Riverside	CA	-	(951) 367-5180
Patrick Bustos*		Bakersfield	CA		(661) 327-1621
Marius Mitrofan**	106 S Grape Street, Suite 4	Escondido	CA	92025	(858) 733-1800
Chris Thom*	-	San Jose	CA	-	(831) 373-2791
Jasmin Manriquez*	36891 Cook Street Suite 6	Palm Desert	CA	92211-6110	(760) 201-1831
Jim Rosenau*	-	San Francisco	CA	-	(415) 652-8588
Maria Santivanez*	-	Redondo Beach	CA	90278	(310) 379-5700
Melissa Miller*	-	-	CA	-	(503) 653-9080
Jordan Ayers	100 E San Marcos Blvd Suite 400	San Marcos	CA	92069	(760) 653-5300
Rosen Stoynev	26632 Towne Centre Drive #300	Foothill Ranch	CA	92610	(714) 660-2481
Shawn Gartner	4501 Mission Bay Drive, Ste. 2F	San Diego	CA	92109	(858) 335-1213
Ron Gonzales	2442 Avenida De La Carlota, Ste. 450	Laguna Hills	CA	92653	(714) 722-0698
Anmol Grewal	912 11th Street Suite 201-6,	Modesto	CA	95354	(209) 353-2000
David W Wagner	36914 Avenue 12, Unit 16	Madera	CA	93636	(209) 355-9456
Wayne Guzman & Ivan Wenzel	410 Alabama St Suite 106	Redlands	CA	92373	(909) 528-6642

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Laurent Dropsy	300 Spectrum Center Drive, Suite 400	Irvine	CA	92618	(949) 254-4855
Philip Miles	13104 Philadelphia St Ste #213	Whittier	CA	90601	(714) 993-9000
Stefan Leer	4511 Golden Foothill Parkway #2	El Dorado Hills	CA	95762	(916) 844-2836
Nathaniel Mosley	2655 First Street, STE 250	Simi Valley	CA	93065	(805) 304-5829
Trent Bird & Edgar Romo	23505 Crenshaw Blvd Suite 155	Torrance	CA	90505	(310) 367-7569
Paul Smit	811 North Catalina Ave, #1204A	Redondo Beach	CA	90277	(310) 729-0624
Tony Wu	715 El Camino Real Suite 201	San Bruno	CA	94066	(415) 517-1580
Ken Marks	9700 Village Center Dr Suite 50 F	Granite Bay	CA	95746	(916) 787-5200
Michael Karazin	28581 Old Town Front Street Suite 204	Temecula	CA	92590	(619) 890-3354
Phil Hernandez	1215 West Imperial Highway, Suite 217	Brea	CA	92821	(714) 476-8807
Greg Bartos	3333 E. Concourse Ste. 7102	Ontario	CA	91764	(951) 273-2500
Jerry Blakefield and Nick Christensen	2900 Adams St Suite C-255	Riverside	CA	92504	(951) 268-9652
Steve Kaustinen	9555 Warner Ave, Ste. F	Fountain Valley	CA	92708	(714) 519-7500
Jennifer Pinnegar	26131 Marguerite Parkway, Suite C	Mission Viejo	CA	92692	(949) 366-0320
Anna Jemelian	155 N. Lake Avenue, Suite 804	Pasadena	CA	91101	(818) 679-7292
Michael Moses	29061 Marcus Ln	Highland	CA	92346	(760) 242-4399
Nick Ramirez	16255 Ventura Boulevard, Ste. 700	Encino	CA	91436	(818) 783-4345
Phillip Cothran Jr.	8285 Sierra Avenue, Ste. 108	Fontana	CA	92335	(909) 822-3544
Justin Turner	171 S. Anita Dr, Suite 200-H	Orange	CA	92868	(951) 965-4651
Joe Gilmartin	3333 E. Concourse Ste. 7102	Ontario	CA	91764	(909) 321-9225
Andrew Lam	13110 Spring St	Baldwin Park	CA	91706	(909) 598-8033
Michael Ehrmann	20121 Ventura Blvd, Suite 105	Woodland Hills	CA	91364	(818) 340-2666
Paul Nahigian	2265 Westwood Boulevard Unit 5	Los Angeles	CA	90064	(323) 510-4700

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Bernhard Hoehle	3868 Carson Street, Ste. 300	Torrance	CA	90503	(310) 831-4000
Jeremy Madick	18075 Ventura Blvd., Ste 120	Encino	CA	91316	(818) 400-6489
Vahed Setaghian	4205 Burbank Blvd Suite 108	Burbank	CA	91505	(818) 937-9997
Dan Canzone	2808 E. Katella, Ste. 202-B	Orange	CA	92867	(714) 833-2261
Michelle LaPaglia	1800 Century Park East, Suite 71	Los Angeles	CA	90067	(310) 721-5668
Alex Gudino	2112 E. 4th Street, Ste. 221	Santa Ana	CA	92705	(714) 831-2020
Justin Johnson	3333 E. Concours St Ste 7102	Ontario	CA	91764	(909) 334-2243
Jason Depuy	1215 K Street, 17th Floor	Sacramento	CA	95814	(925) 964-6262
Keith Hinson	21220 Devonshire St Suite 208	Chatsworth	CA	91311	(818) 937-0168
Mike Littau	1445 VICTOR AVE #B,	Redding	CA	96003	(530) 223-5600
Kevin Seagren	1686 Second Street #214	Livermore	CA	94550	(925) 315-4396
Bryan Watson	41769 Enterprise Circle N., Ste. 205	Temecula	CA	92590	(949) 304-1700
Spencer Tyler	946 Calle Amanecer, Suite F	San Clemente	CA	92672	(949) 335-5588
Ty Robertson	600 Anton Blvd Ste. 1100	Costa Mesa	CA	92626	(714) 546-2660
Steven Doden	1070 Concord Avenue, Suite 285	Concord	CA	94520	(925) 407-9900
Mai Vo	3487 McKee Road, Suite 53	San Jose	CA	95127	(408) 275-1636
Jose Falcon	14007 Inglewood Avenue	Hawthorne	CA	90250	(310) 973-2329
Daniel Lapicola	1261 Locust Street, Suite 57	Walnut Creek	CA	94596	(925) 954-1559
Travis Thomas	2600 Balls Ferry Road Suite 2	Anderson	CA	96007-3574	(916) 806-3377
Teena Williamson	1400 Easton Dr., Suite 121	Bakersfield	CA	93309	(661) 489-7100
Steve Richardson	1145 Geer Road #D	Turlock	CA	95380	(209) 667-2222
Khames Abdelrahman	27140 Shadel Road	Menifee	CA	92586	(951) 536-0816
Bobby Legate	946 Calle Amanecer, Suite F	San Clemente	CA	92672	(949) 533-0796
Drew Potter	41593 Windchester Road, Suite 200	Temecula	CA	92590	(951) 672-8151
Sidney Jackson	840 Apollo Street	El Segundo	CA	90245	(310) 702-6658

Account Name	Mailing Street	City	State	Zip Code	Phone Number
David Baker	2955 Moorpark Road, Ste. D	Thousand Oaks	CA	91360	(805) 491-2225
Natalie Diaz	14726 Ramona Avenue, Suite E-13	Chino	CA	91710	(909) 703-1433
Rony Butrus	1255 Avocado Avenue, Ste. 102	El Cajon	CA	92020	(619) 606-4422
Geoff Dopheide	555 Anton Blvd Ste 266	Costa Mesa	CA	92626	(714) 943-1537
Shelly Malone	517 North Mountain Ave, Suite 202	Upland	CA	91786	(209) 894-2660
Cynthia Araujo	10670 Civic Center Dr, Suite 210	Rancho Cucamonga	CA	92730	(626) 301-0472
Adriana Flores	1108 5th St., St #205	San Fernando	CA	91340	(818) 838-7311
Rodney Frank*	9614 Las Colinas Dr	Lone Tree	CO	80124	(303) 572-0073
Adrian Romano*	760 Whalers Way, Building C, Suite 110	Fort Collins	CO	80525	(307) 635-2821
Abbey Fuller*	6105 South Main Street, Suite 200	Aurora	CO	80016	(303) 757-7241
Sam Morrill	12265 Oracle Blvd Ste 105	Colorado Springs	CO	80921	(719) 660-8355
Kendall Keil	155 E. Boardwalk Dr., Suite 400	Fort Collins	CO	80525	(970) 829-8141
Justin Oldham	8690 Wolff Court, Suite 200	Westminster	CO	80031	720-301-4183
Tony Holliday	102 S Tejon, Suite 1145	Colorado Springs	CO	80903	(402) 680-6984
Tom Davis	1755 Telstar Drive Suite 336	Colorado Springs	CO	80920	(919) 745-7981
Mark Gloeckler	427 Belleview Unit 100	Crested Butte	CO	81224	(720) 837-8297
Keeley Essig	390A Walnut Street, STE 105A	Brighton	CO	80601	(720) 307-5156
Matt Mullins	12021 Pennsylvania Street, Suite 205A	Thornton	CO	80241	(720) 481-9192
Nathan Archer**	83 Wooster Heights Rd., Suite 157	Danbury	CT	6810	(443) 223-1978
Baiju Coilparampil*	399 E Putnam Ave, Ste 4	Cos Cob	CT	6807	(203) 301-8388
Kurt Werner	2033 E Main Street	Torrington	CT	6790	(860) 453-6500
Ryan Dumond	51 N Main Street, Suite 2B-3	Southington	CT	6489	(860) 539-3682
Tina Helfer*	5506 Connecticut Ave NW, Ste 20	Washington	DC	20015	(202) 734-5600
Zach Philippe*		New Castle	DE		(302) 544-4395

Account Name	Mailing Street	City	State	Zip Code	Phone Number
					Undo
Drew Hardgrave*		Cantonment	FL	-	(850) 288-1253
Corey Toombs**		Orlando	FL	32829	(407) 406-5960
Vicky Ortiz*	1683 Lakehurst Ave	Winter Park	FL	32789	(305) 431-4800
Carol Kilpatrick*		Jacksonville	FL	-	(309) 212-6023
Michael Masih-Das*	6595 S Florida Ave	Lakeland	FL	33813	(863) 333-7003
Mike Deyoung*	1950 N Commerce Pkwy, Suite 6	Weston	FL	33326	(954) 993-6198
David & Ingrid Cheesborough**		Miramar	FL	33027	(305) 308-2389
Raymond Campbell**		Homestead	FL	33196	(305) 602-5200
Zach Landis	112 S 6th Street	Palatka	FL	32177	(386) 271-4421
Glenn Midnet Jr.	9132 Strada Place, Ste. 11200	Naples	FL	34108	(239) 253-2400
Jonathan Noda	3049 Cleveland Avenue, Ste. 237	Fort Myers	FL	33901	(305) 793-3508
Eric Lane	4611 North Grady Avenue	Tampa	FL	33614	(904) 874-7961
Rick & Chase Hancock	12627 San Jose Blvd Suite 503	Jacksonville	FL	32223	(904) 982-6345
Ryan Carlyle	6650 W. Indiantown Road, Suite 60	Jupiter	FL	33458	(561) 515-8994
Jordan Reyes	13 Palafox Place #200	Pensacola	FL	32502	(850) 332-1205
Edgar Belfort	2200 N. Commerce Parkway, Suite: 200	Weston	FL	33326	(954) 385-6660
Daniel Valiente	7735 NW 64 St, Bay #2	Doral	FL	33166	(305) 599-8113
Trevor Reddell	701 S Howard ave, suite 205	Tampa	FL	33606	(813) 906-6676
Michael Pinto	9830 SW 77 Ave, Suite 200	Miami	FL	33156	(305) 520-5833
Tim Rariden & Heather Andrews	9805 Gulf Dr	Anna Maria	FL	34216	(941) 357-7491
Rob Hazewinkel	4628 Summerdale Blvd., Suite A	Pace	FL	32571	(850) 698-3213
Bill Gentry	12724 Gran Bay Parkway West, Suite 410	Jacksonville	FL	32258	(904) 515-6830

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Ken Denski	1451 W Cypress Creek Rd #300	Ft Lauderdale	FL	33309	(954) 393-8831
Cody Owens	9786 South Orange Blossom Trail, Ste. 101	Orlando	FL	32837	(843) 301-0709
Paul Wunstell	475 Harrison Ave, STE 215	Panama City	FL	32401	(850) 276-5347
Tiffany Owen	1080 E Indiantown Rd, Suite 104	Jupiter	FL	33477	(561) 632-3714
Justin Ross	10100 W Sample Rd Suite 102	Coral Springs	FL	33065	(954) 880-2318
Jimmy Gutierrez	825 S.E. 8th Avenue, Ste. 207	Deerfield Beach	FL	33441	(954) 682-0181
Joshua Davis	1102 N. Main Street Suite E	Wildwood	FL	34785	(352) 303-7190
Jeremy Hawkins	110 E. Broadway St., Ste. 103	Oviedo	FL	32765	(407) 461-6883
Glenn Lubin	300 S Orange Ave, STE 1000	Orlando	FL	32801	(321) 319-9445
Ruth McFarland	7256 SW 62nd Ave, Suite 2-103	Ocala	FL	34476	(352) 322-0865
Darian Ward	2150 Seven Springs Blvd	Trinity	FL	34655	(727) 862-6609
Joey Kirkland	3 Miracle Strip Loop Ste B	Panama City Beach	FL	32407	(850) 250-0823
Barney Stewart	4651 Salisbury Road Suite 400	Jacksonville	FL	32256	(904) 997-1020
Alfred Cornacchio	949-B NE Jensen Beach Boulevard	Jensen Beach	FL	34957	(772) 208-5504
Theresa Heitman	312 S Old Dixie Highway, Unit 203	Jupiter	FL	33458	(561) 200-3620
Chance Hazeltine	205 West Venice Avenue, Unit 201	Venice	FL	34285	(941) 375-2377
Ryan Altenhof	5445 Village Drive #106	Rockledge	FL	32955	(321) 292-0896
Andy Kasten	5310 NW 33rd Avenue #206	Fort Lauderdale	FL	33309	(954) 633-2410
Alexis & Maggie Del Valle	2222 Ponce De Leon Blvd Suite 300	Coral Gables	FL	33134	(305) 964-7713 x102
Joan Wilson	3520 Thomasville Road, Suite 201D	Tallahassee	FL	32309	(850) 322-0789
Sev Tamayo	6277 A1A South, Ste. 102	Saint Augustine	FL	32080	(386) 569-7174
James Givens	9100 Conroy, Windermere Road Suite 200	Windermere	FL	34786	(321) 917-0576
Melvin Ingram*	-	Atlanta	GA	-	(770) 450-8700
Alexcia Cooper**	3035 Peachtree Road NE, Floors 1	Atlanta	GA	30305	(404) 964-5652

Account Name	Mailing Street	City	State	Zip Code	Phone Number
	and 2				
Chadd Bruce*		Savannah	GA		(478) 361-6027
Francisco Sanchez**		Sandy Springs	GA	30350	(770) 988-5522
Kenneth "Kenny" Woelpper**		Savannah	GA	-	(410) 303-2340
Christopher Wszelaki**	110 Haversham	Fayetteville	GA	30214	(734) 244-3165
Joseph Valdivia*	5412 W Addison St	Chicago	IL	60641	(773) 202-9911
Gary Bonick*	145 Regal Drive	Crystal Lake	IL	60014	(815) 621-3375
Tom Thörsen*	20635 Abbey Woods Ct, N Suite 303, Office 2	Frankfort	IL	60423	(708) 227-8536
Greg Monelle*		Chicago	IL		(773) 418-4444
Fabian Tenorio*	6400 N. NW Hwy Ste 4	Chicago	IL	60631	(312) 498-0700
Paul Gentry*		Carterville	IL		(618) 826-5441
Matt Haselhorst*	644 N. 2nd St	Breese	IL	62230	(618) 971-7578
Chris Scavo*	4770 N. Milwaukee Avenue	Chicago	IL	60630	(773) 282-5422
Steven Junge*	-	Belleville	IL	62220	(618) 628-2378
Teo Abrego*	7110 127th Street, Suite 150	Palos Heights	IL	60463	(708) 713-5994
Joe Levato*	-	Wheeling	IL	60090	(847) 229-8301
Ryan Creasey*	-	Chicago	IL	-	(630) 649-9447
Adam Tamas*	2815 Forbs Ave Ste 107	Hoffman Estates	IL	60192	(312) 810-1221
Tim Schimeltz**		Park Ridge	IL	-	(847) 417-6019
Greg Jones**	100 West Roosevelt rd, Unit B8	Wheaton	IL	60189	(630) 913-3512
Michael Pignotti	24014 Renwick Road, Ste. 105	Plainfield	IL	60544	(630) 300-8028
Walter Sheldon	8 W Campbell Ste 207	Arlington Heights	IL	60005	(847) 624-9300
Mike Gulo	4905 Main Street	Downers Grove	IL	60515	(847) 613-4351
Michael Bigler	411 E. Vienna Street	Anna	IL	62906	(618) 614-7373
Leroy Patterson	19150 South Kedzie Avenue, Suite 102	Homewood	IL	60430	(708) 856-8778

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Kevin Thornton Jr	260 S Schmidt Rd.	Bolingbrook	IL	60440	(630) 771-9900
Alyson Kneeland	612 Executive Drive	Willowbrook	IL	60462	(708) 351-3056
Hal Baker	1000 Hart Rd, Suite 300	Barrington	IL	60010	(847) 276-2717
Jordan Phillips	612 Executive Drive	Willowbrook	IL	60527	(618) 215-2099
Derek Martin	605 N. Michigan Avenue, Suite 458	Chicago	IL	60611	(618) 214-7725
Timothy Leyden	1165 N. Clark St., STE 700	Chicago	IL	60610	(773) 233-3773
Shane Parekh	3855 North Cicero Ave	Chicago	IL	60641	(773) 930-4941
Nathan Powell	15 North Edgelawn Dr, Suite 4	Aurora	IL	60506	(630) 816-8694
Jorge Soto	1600 Golf Road, Corporate Center, Suite 1200	Rolling Meadows	IL	60008	(630) 956-2651
Sonny Ellen	218 S. Bridge Street	Yorkville	IL	60560	(630) 466-9600
Jim Sherwood	401 E Prospect Ave #212	Mt. Prospect	IL	60056	(847) 278-4606
Eric Johnson	15255 South 94th Avenue, Fifth Floor	Orland Park	IL	60462	(312) 623-5337
Mike Nolan	50 S. Main Street, Suite 207	Naperville	IL	60540	(630) 300-3681
Gavin Petrea	2110 Troy Rd., Ste 1	Edwardsville	IL	62025	(618) 216-1169
Kevin Boggs	125 E. Lake St, Suite 207	Bloomington	IL	60108	(312) 969-2773
Tim Winters	10336 S Western Ave, Suite 9	Chicago	IL	60643	(773) 744-2879
Jen Ostalowski	1580 N. Northwest Highway, Suite 312	Park Ridge	IL	60068	(847) 696-6140
John McCartney	4320 Winfield Road, Suite 200	Warrenville	IL	60555	630-836-8094
Matthew & Stephanie Sisson	71 S Whitney Street	Grayslake	IL	60030	(847) 584-3999
Linda Ramirez	119 S Grove St.	Elgin	IL	60120	(224) 238-7373
Vincent Holloway	477 N Bolingbrook Drive	Bolingbrook	IL	60440	(630) 312-8481
Jason Riha	18700 South Wolf Road, Suite 225	Mokena	IL	60448	(708) 262-0099
Todd Chambers	1800 E Northwest Hwy	Arlington Heights	IL	60004	(773) 945-5479
Mark Pils	875 Feinberg Ct Suite C	Cary	IL	60013	(847) 951-6601

Account Name	Mailing Street	City	State	Zip Code	Phone Number
John DeVae	612 Executive Drive	Willowbrook	IL	60527	(630) 581-5255
Derek Tschudin	781 Sunset Boulevard, Ste 200	O'Fallon	IL	62269	(618) 589-0868
Kristine Pokrandt	3323 W Diversey Ave, Studio #13	Chicago	IL	60647	(619) 871-5524
Gene Guldbrandsen	201 W. Springfield Avenue, Ste. 502	Champaign	IL	61820	(217) 671-8103
Scott Petzke	5E Washington Street Ste 2C	Oswego	IL	60543	(331) 481-7877
Matt Hileman*	219 W Main Street	Cambridge City	IN	47327	(765) 478-4611
Bric Bradford*	-	Brazil	IN	47834	(812) 446-2521 x 3308
Brandon Oburn*	10330 Pleasant St Ste 300	Noblesville	IN	46060	(317) 773-6900
Eric Graebe	2620 N. Walnut Street, Suite 200	Bloomington	IN	47404	(812) 803-2657
Ted King	13295 N Illinois St Suite 137	Carmel	IN	46032	(919) 669-5290
Robert Hufty	438 S. Emerson Avenue, Suite 211	Greenwood	IN	46143	(317) 743-5558
Rebecca Martin*	16037 S Bradley Drive	Olathe	KS	66062	(913) 764-1000
Crystal Robinson*	103 Riviera Dr	Slidell	LA	70460	(985) 445-4848
Patrick Painter*	128 Demanade Blvd, SUITE 208	Lafayette	LA	70503	(337) 315-1361
Roland Gilfour*	-	Baton Rouge	LA	-	(504) 810-5360
Christopher Holmes**	-	Abita Springs	LA	-	(805) 499-3351
James Washington*	-	New Orleans	LA	-	(504) 915-2147
Neill Roslito**	201 Century Village Blvd Suite 200	Monroe	LA	71203	(318) 680-1852
Garet Berry	217 Garfield Street	Lafayette	LA	70501	(817) 527-7939
Taylor Templet	14279 Highway 73	Prairieville	LA	70769	(225) 888-8570
James Bice	1117 Kirkman St	Lake Charles	LA	70601	(337) 532-8100
Jeff Jones	6421 Perkins Road, Building C, Suite B	Baton Rouge	LA	70808	(337) 304-1977
Michael Russo	3350 Ridgelake Dr., Suite 211	Metairie	LA	70002	(504) 259-0701
Jacob Wood	514 Crockett St	Shreveport	LA	71101	(318) 376-0229

Account Name	Mailing/Street	City	State	Zip Code	Phone Number
Ryan Harrell	1289 Del Este Avenue, STE 7	Denham Springs	LA	70726	(225) 304-0440
Joshua Blaze Aldrich	2223 Old Minden Rd, Building A, STE 2	Bossier City	LA	71112	(318) 239-4999
Joe Stock	3218 Line Ave Suite 200	Shreveport	LA	71104	(985) 387-0891
Daniel Lavergne	2100 W. Prien Lake Road	Lake Charles	LA	70605	(337) 214-2119
Jude Mancuso	3945 N I-10 Service Rd W, Ste 100B	Metairie	LA	70002	(504) 252-1737
Brad Lindley	403 N. Columbia Street Suite 9	Covington	LA	70433	(225) 933-7973
Stewart Shelby	617 North 2nd St	Monroe	LA	71201	(318) 537-1524
Ryan Pope*	404 S. Camp Meade Road Unit 105	Linthicum	MD	21090	(410) 859-8927
Dana Temple*	100 West Road	Towson	MD	21204	(443) 841-4150
Claudia Lara*	108 W Main Street	New Market	MD	21774	(301) 865-1100
Juan Aguirre*	24 Mont Vlg Avenue Suite D	Gaithersburg	MD	20879	(301) 948-8118
Jack Colbourne*	-	Salisbury	MD	-	(410) 546-9388
Duc Pramuan**		Lutherville	MD	21093	(410) 561-4626
Richard Abel*	1215 Annapolis Rd, Ste 205	Odenton	MD	21113	(410) 672-2601
Tiffany Knüpp**	213 W. Main Street	Salisbury	MD	21801	(410) 543-2580
Jennifer Lindsay	7200 Wisconsin Avenue, Suite 500	Bethesda	MD	20814	(202) 558-0888
Kip Harris	10451 Mill Run Circle Suite 400	Owings Mills	MD	21117	(240) 815-6681
Kirk McGinley	9693 Gerwig Lane, Suite T	Columbia	MD	21046	(443) 844-8906
Irvin Gutierrez	405 Frederick Road, Suite 202	Catonsville	MD	21228	(410) 744-0077
Michael Senate	3545 Ellicott Mills Drive, Ste 309	Ellicott City	MD	21043	(410) 995-8878
Erin Lewis	844 Ritchie Hwy #203	Severna Park	MD	21146	(410) 384-4500
Daniel Gamez	5704 East West Hwy	Riverdale	MD	20737	(202) 446-6799
Chris Hammermeister*	1400 W Chicago Rd	Niles	MI	49120	(269) 983-5447
Ashley Knuth*	816 W Grand River Ave, Ste 816	Brighton	MI	48116	(810) 360-2211

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Dave Porta**		Brighton	MI	-	(810) 227-7540 x 221
Lydia Killeen*	-	Traverse City	MI	-	(517) 862-9487
Hassan Berro*	-	Mt. Pleasant	MI	-	(313) 671-0179
Angela Harris*	7 W. Square Lake Road, Suite 158	Bloomfield Township	MI	48302	(404) 558-7652
Tom LaChance*	11876 Friday Q 1 Road	Rapid River	MI	49878	(906) 235-3124
Moustafa Nasser*	3 Park Ln Blvd # 1005W	Dearborn	MI	48126	(248) 790-7855
Charlotte Lusby*	-	Detroit	MI	-	(404) 310-7033
Zeinab Wahab*	8240 N. Telegraph Road	Dearborn Heights	MI	48127	(313) 278-1200
Martin Shina*	28521 Orchard Lake Rd, Suite B-201	Farmington Hills	MI	48334	(248) 516-7211
Brad Faulk*	1580 S Euclid Ave	Bay City	MI	48706	(989) 414-2431
Cary Constant	179 Little Lake Drive	Ann Arbor	MI	48103	(248) 473-0454
Ron Bettie	25768 Lahser Road, Suite 100, Room 101	Southfield	MI	48037	(248) 213-0091
Ana Ulloa	13210 Trenton Road	Southgate	MI	48195	(734) 606-4112
John Clifford	206 East Liberty St, STE D	Milford	MI	48381	(248) 997-4339
David Cruise	429 Walnut Blvd	Rochester	MI	48307	(586) 557-8647
Wasan Romaya	32331 Schoolcraft Rd, STE 204	Livonia	MI	48150	(248) 225-7404
Paul Seguin	199 N. Main Street, Suite 104	Plymouth	MI	48170	(734) 606-0777
Andrew Bienkowski	8344 Hall Road, Suite 210	Utica	MI	48317	(248) 710-2330
Michael Vander Ploeg	146 Monroe Center NW Suite 103	Grand Rapids	MI	49503	(269) 967-1619
Matt Soergel	519 Ada Drive SE	Ada	MI	49301	(630) 963-5709
Michael Marougy	23995 Novi Rd Ste C104	Novi	MI	48375	(248) 449-6950
Michelle Ryan	7151 N. Main Street, Suite 208	Clarkston	MI	48346	(248) 461-3900
Jamie Puente	14165 Fenton Rd ste 104c	Fenton	MI	48430	(810) 412-4141

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Brian Bajoka	48645 Van Dyke Avenue, STE 202	Shelby Charter Township	MI	48317	(586) 441-3773
Dan Jovanovski	48380 Van Dyke, Suite 600-A	Shelby Township	MI	48317	586-598-0760
Trish Williams	22260 Haggerty Road, Suite 155	Northville	MI	48167	(248) 887-6171
Alison Spicer	447 Forest Ave. Suite 1 office 2,	Plymouth	MI	48170	(734) 259-9198
Shannon Keating	2723 S State Street Suite 150	Ann Arbor	MI	48104	(734) 619-6889
Deborah Schultz	120 N. Washington, Suite 300	Lansing	MI	48933	(517) 782-0486
Brenda Cain*	28 Westwoods Drive	Liberty	MO	64068	(816) 213-2705
Michelle Pender*	-	Springfield	MO	-	(417) 725-3009
Dennis King*	26 Gravois Sta. Rd	House Springs	MO	-	(636) 671-1400
David and Pam Zaring	1101 D Gravois Rd	Fenton	MO	63026	(314) 474-0544
Martin Kvile	5988 Mid Rivers Mall Dr	St Peters	MO	63304	(636) 244-8828
Brady Houska	319 Watson Plaza	Saint Louis	MO	63126	(314) 965-5525
Nick Laiben	338 Broadway, STE 311	Cape Girardeau	MO	63701	(573) 334-8888
Joe DiBattisto*	-	Cary	NC	-	(919) 249-7291
Dustin Chitwood & Jinger Thomas**		Morrisville	NC	-	(214) 406-7975
Corey Barbour*	106 Mitchell Dean Place	LaGrange	NC	28551	(910) 297-6326
Jay Francis**	77 Cherokee Rd, Ste 2A	Pinehurst	NC	28374	(910) 621-4233
Phil Champion*	-	Belmont	NC	-	(704) 461-8944
Justin Nichols**	101 6th St. Suite 15	North Wilkesboro	NC	28659	(336) 667-5125
Thomas Murphy*		Wilmington	NC	28401	(910) 228-6493
Lloyd Louchez	106 Langtree Village Drive, Suite 301	Mooreville	NC	28117	(704) 496-0758
Steve Ledford	315 S. Salem St. Suite 310	Apex	NC	27502	(919) 244-8407
Blake Manhart and Ryan Mahoney	21000 Torrence Chapel Road Suite 205	Cornelius	NC	28031	(703) 992-9664

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Kat Stevens	404 N. 3rd Street, Suite 203A	Wilmington	NC	28401	(910) 524-5722
Brian Slagle	2018 Eastwood Road, Suite 105	Wilmington	NC	28403	(910) 338-3747
Bradley Davis	1310 Charles Raper Jonas Hwy	Mount Holly	NC	28120	(704) 337-2888
Carlos Paulino	608 W. Johnson St. Suite 18	Raleigh	NC	27603	(919) 904-1054
Jarred Robertson	1000 North Carolina Music Factory Blvd, C6	Charlotte	NC	28206	(585) 520-7307
Alicia Strilka	363 Church St. N, Suite 250-V	Concord	NC	28025	(704) 444-0188
Steve Price	101 N Tryon St.	Charlotte	NC	28202	(980) 999-4939
Barrie Booth & Brandon Lowe	6495 Morehead Rd.	Harrisburg	NC	28075	(980) 258-8612
Dyrke Maricle	4000 Westchase Blvd	Raleigh	NC	27607	(626) 598-7019
Lauren Nuqul	2002 Eastwood Rd #104	Wilmington	NC	28403	(910) 249-6610
James Sweatt	615 St. George Square Court, Suite #300	Winston-Salem	NC	27103	(336) 346-8661
Brendon Andersson & Kyle Pritchard	313 N Berkeley Blvd, Suite A	Goldsboro	NC	27534	(984) 239-2600
Joseph Norris	153 Old Warehouse Square	Oxford	NC	27565	(919) 589-7778
Ross McKamey	4614 Wilgrove-Mint Hill Road, Suite E2	Mint Hill	NC	28227	(704) 548-9845
Vanessa Harris	6477 NC 150, Suite B	Sherrills Ford	NC	28673	(704) 901-8242
Andrew Looker	317 Matthews Mint Hill Road, Suite 104	Matthews	NC	28105	(704) 607-1516
Jay McElveen	1244 East Boulevard, Suite 1A	Charlotte	NC	28203	(864) 918-0802
Shane Patterson**		Mullicka Hill	NJ	08062	(856) 470-8763
Jeff Grady*	80 West Main St.	Maple Shade	NJ	08052	(267) 678-1705
Mohamed Kandil & Summer Elhendi*	115 Route 46	Mountain Lakes	NJ	7046	(201) 323-4881
Christopher Chi & Arnold Zwiren*	106 Straube Center Blvd Ste 108	Pennington	NJ	8534	(732) 447-6223

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Anthony Fanucci*	727 Landis Avenue	Vineland	NJ	8360	(856) 457-6700
Jonathan Scott*	20 Independence Blvd, Ste 103	Warren	NJ	7059	(908) 531-9700
David Robinson*	34 S Livingston Ave, Suite 2D	Livingston	NJ	7039	(973) 369-7365
Joseph Giacobbe*	1506 Kings Highway	Swedesboro	NJ	8085	(856) 214-3273
Jason Hojnowski*	1456B N Black Horse Pike	Blackwood	NJ	8012	(856) 281-3020
Jim Pastorini*	-	Brunswick	NJ	-	(512) 949-9979
Fabian Howe*	-	-	NJ	-	(732) 333-3519
Gil Gonzalez**		Freehold	NJ	7728	(732) 462-3710
Hal Turner*	319 E Jimmie Leeds Rd	Galloway	NJ	8205	(609) 385-0126
Benjamin Sandborg	547 Route 22 East	Whitehouse Station	NJ	8889	(908) 923-4169
Patrick Garcis	116 Village Boulevard, Princeton Forrestal Village, Suite 76	Princeton	NJ	8540	(609) 436-0488
Dan Cruz	2214 Route 37 E	Toms River	NJ	8753	(732) 202-6972
George Song	329 Broad Ave.	Palisades Park	NJ	7650	(201) 455-6456
Steve Panagoulakis*	-	Ridgewood	NY	-	(718) 726-4625
Karl Meehan**	1859 Western Ave	Albany	NY	12203	(518) 210-4878
Pharris Nobile**	960 Bellmore Road	Bellmore	NY	11710	(516) 317-9746
Rob Ruotolo*	-	Westchester	NY	-	(646) 295-4403
Glen Ponzini*	27 North Country rd	Wading River	NY	-	(631) 849-1851
Tamara Amyan*	6416 Bay Parkway	Brooklyn	NY	11204	(347) 401-1366
Chelsea Weyant*	266 New Hackensack Rd	Wappingers Falls	NY	12590	(845) 298-3600
Emanuel Smith*	1070 Broadway	Woodmere	NY	11598	(516) 326-7800
Rhondalynn Richards	228 S Plymouth Avenue	Rochester	NY	14608	(585) 491-5600
Jimmy Athanasopoulos	214-41/45/42 Ave.	Bayside	NY	11361	(516) 320-0447
Marc Schneider	445 Broad Hollow Rd, Suite 25	Melville	NY	11747	(917) 670-1202
Stanley Ferol & Kettly Eliacin	127 West Sunrise Hwy	Freeport	NY	11520	(516) 218-6828

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Tresia McDermott	332 Malcom X Blvd	Brooklyn	NY	11233	(347) 267-0137
Mike Callan	510 South Clinton Avenue, Suite 517	Rochester	NY	14604	(585) 330-2396
Adam Lepore	3418 Northern Boulevard Floor 3 Suite 31	Long Island City	NY	11101	(917) 426-0545
Hector Mondesi	34-18 Northern Blvd, Unit 3-43	Long Island City	NY	11101	(718) 384-1169
Cyndey Gregware	41 State Street, Suite 604-03	Albany	NY	12207	(518) 892-9549
Chris Burton	72 East Main Street, Unit 7	New Rochelle	NY	10801	(914) 312-7123
Christopher Wiener	258 Hawkins Ave, Ste F	Ronkonkoma	NY	11779	(516) 274-4412
Syed Haq	70 East Sunrise Highway Suite 500	Valley Stream	NY	11581	(516) 246-6169
Darwin Martinez	73 Market Street Ste 376	Yonkers	NY	10701	(212) 810-7938
Anthony Pascarella*	1819 E 51st St	Ashtabula	OH	44004	(440) 855-3139
Hari Swaminathan**		Columbus	OH	-	(513) 884-4274
Jeff Knight**		Batavia	OH	45103	(513) 735-5555
Michael Lybarger*	1847 State Route 39	Lucas	OH	44843	(567) 307-7112
Shane Tressler*	6075 Chandler Court	Westerville	OH	43082	(614) 890-2555
Matt Pauley*	4859 Security Dr	Springfield	OH	45503	(937) 399-7109
Tyson Fankhauser*	314 W Dussel Dr	Maumee	OH	43537	(419) 794-7766
Paul Roberts	135 North Hamilton Rd	Gahanna	OH	43230	(614) 321-6536
Steve Pitzer	135 E. Washington Row, Suite A	Sandusky	OH	44870	(419) 987-4299
Sam Moore	355 E Campus View Blvd Ste 247	Columbus	OH	43235	(614) 335-9001
Julie Light	5650 Blazer Parkway, Suite 143	Dublin	OH	43017	(614) 401-2999
Bill Davey	6440 Avondale Drive	Nichols Hills	OK	73116	(405) 200-6869
Justin Mullenax	7633 E 63rd Place, Suite 300	Tulsa	OK	74133	(918) 671-8264
Matthew Marinelli "Matt"*	301 Oxford Valley Road Suite 1602A	Yardley	PA	19067-7721	(267) 573-0550
Pat Boyle*	1223 W Chester Pike A Fl 2A Havertown	Havertown	PA	19083	(610) 420-5115

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Justin V. Kadish*	1208 Whitfield Blvd.	Reading	PA	19609	(610) 750-9200
Joseph Sanfratello*		Pipersville	PA	18947	(215) 766-7882
Jim Walker*	31 South High Street	West Chester	PA	19382	(484) 470-6555
Luis Santiago*	8022 Frankford Avenue	Philadelphia	PA	19136	(215) 941-4992
Randy Page*	528 Seven Bridges Rd, Suite 101	East Stroudsburg	PA	18301	570-216-8900
Mike Karis*	-	-	PA	-	724-712-1140
Matthew Dobrowolski*	3111 Taft Rd	East Norriton	PA	19403	(215) 478-4044
Samantha Bauer**	437 Saxonburg Blvd	Saxonburg	PA	16056	(623) 377-0012
Lee Plummer	7618 Castor Avenue	Philadelphia	PA	19152	(215) 888-9984
RJ Startzenbach	547 Lincoln Ave, STE 3	Pittsburgh	PA	15202	(412) 200-6323
Brian Sharkey	5 Great Valley Parkway, Suite 224	Malvern	PA	19355	(610) 251-3824
Philip Greger	350 S Main St Ste 109A Doylestown	Doylestown	PA	18901	(215) 340-1381
Todd Kitchin	210 West Front Street, Suite 201	Media	PA	19063	(484) 577-3255
Joshua Short	630 Freedom Business Center, Third Floor, Office 74	King of Prussia	PA	19406	(610) 631-1718
Brad Braddock	312 S Vine St	Carmichaels	PA	15320	(724) 627-3777
Jeff Roth	15 S. FRANKLIN STREET, SUITE 214	Wilkes-Barre	PA	18711	(570) 408-1640
Mel Carwile	2669 Lilitz Pike, Suite E/F	Lancaster	PA	17601	(717) 344-5552
Anthony Acri	7B N Clover Lane	Harrisburg	PA	17112	(717) 345-4888
Jonathan Becker	1422 W Street Rd	Warminster	PA	18974	(267) 784-3377
Amy Ferraro Lyons	630 Freedom Business Center Drive	King of Prussia	PA	19406	(610) 220-6480
Megan Barone	600 West Strasburg Road, Suite B	West Chester	PA	19382	(610) 427-2551
Christine Stazo	4260 Nazareth Pike	Bethlehem	PA	18020	(610) 295-7493
Ronald Brown	547 Lincoln Ave, Suite 3	Pittsburgh	PA	15202	(412) 200-1219
Tim McMullin	225 Wilmington-West Chester Pike	Chadds Ford	PA	19317	(484) 408-6620
Shawn Yauch	505 Foreland Street, Floor 1	Pittsburgh	PA	15212	(412) 227-3447

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Greg Bonsall & Eric Frain	500 Office Center Drive, Suite 400	Fort Washington	PA	19034	(267) 908-9044
John Zazzera	1189 Lancaster Avenue, Suite 210	Berwyn	PA	19312	(401) 585-7296
Frank Aiello	4125 Old William Penn Highway	Murrysville	PA	15668	724-519-2935
Joe Parson	2604 E Allegheny Ave	Philadelphia	PA	19134	(267) 968-1577
Bill Rookstool	601 Farm Lane	Doylestown	PA	18901	(267) 718-6315
Brian Wilson	858 Welsh Rd Ste 8	Maple Glen	PA	19002	(215) 630-6944
Bill Brennan	3800 Market Street, Suite 206	Camp Hill	PA	17011	(717) 797-2772
Lisa Carr	800 N. Bell Avenue, Suite 135	Carnegie	PA	15106	(412) 719-8961
Rollin Reading	3611 Bakerstown Road, Suite #2	Bakerstown	PA	15007	(412) 855-8640
Melissa Davis	610 Old York Road	Jenkintown	PA	19046	(215) 765-2686
Duane Harvin*	4024 Conant Rd	Mt. Pleasant	SC	29466	(803) 422-1900
Stuart Starnes**	331 East Main st., Suite 200	Rock Hill	SC	29730	(803) 580-5511
Brian Schwanbeck*	128 Millport Circle Suite 200, Office 232	Greenville	SC	29607	(864) 421-0233
Chris Valdes*	1801 State Street	Greenville	SC	29609	(864) 905-5381
Scott McCredy*	1200 Woodruff Road, Suite A3	Greenville	SC	29607	(864) 729-4337
A.D. Lewis	940 Johnnie Dodds Boulevard, Suite 100	Mount Pleasant	SC	29464	(843) 800-1384
Meg O'Toole/Herman	15 Hospital Center Commons, Suite 100F	Hilton Head Island	SC	29926	(404) 229-7730
Blake Robertson	1856 Belgrade Ave Suite B3	Charleston	SC	29407	(843) 437-5425
Todd Skillman	1240 Winnowing Way, Suite 102-2110	Mount Pleasant	SC	29466	(843) 385-6362
Turner Hickson	120 Renaissance Circle, Suite 5	Mauldin	SC	29662	(864) 626-5499
Ben Dangerfield	111 N. Irvine St., Suite 15	Greenville	SC	29601	(864) 404-6360
Ryan Kight	524 Georgia Avenue, Suite 3	North Augusta	SC	29841	(803) 766-7799
Scott Eggleston	1304 Professional Drive, Suite E	Myrtle Beach	SC	29577	(843) 405-3011
Eric Cook	1717 Gervais Street	Columbia	SC	29201	(804) 937-2688

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Chaz Rasco*	140 South Main Street, Ste 15	Collierville	TN	38017	(901) 286-8282
Jeri Smith*	-	Houston	TX	-	(409) 273-2644
Mary Shepherd**		Colleyville	TX	-	(817) 858-0074
Nina Dabney**		White Oak	TX	75693	(903) 353-4175
Stephen Ynostrosa**	403 WW White Road Suite 255	San Antonio	TX	78219	(210) 663-8884
Logan Brock*	3755 Piney Bough Dr	Huntsville	TX	77340	(254) 291-2410
Mary Loretta Dominguez*	11125 La Quinta Place, Suite A	El Paso	TX	79936	(915) 591-0075
Preston Schulze*	-	Houston	TX	-	(832) 425-7977
Cole Casillas*	2717 Commercial Center Blvd, SUITE e200	Katy	TX	77494	(281) 725-1003
Matthew Utz*	15399 County Rd 26	Tyler	TX	75707	(903) 574-9915
Will Pizano*	-	Pearland	TX	77584	(713) 884-5169
Johnny Cavazos*	-	San Antonio	TX	-	(956) 454-5965
Karma Delgado*	831 Landa Street Suite C	New Braunfels	TX	78130	(512) 801-7466
Scott Hodgins*	-	Irving	TX	-	(504) 236-5987
Michael Wiggins*	7310 W Broadway, Ste 112	Pearland	TX	77584	(832) 725-9473
Jonathan Darias*	-	Frisco	TX	-	(972) 989-8883
Brian Kimberlin*	100 N. Travis Street Suite 201	Denison	TX	75020	(903) 771-4900
Larry Garza*	the 1820 E Griffin Pkwy, Ste B	Mission	TX	78572	(956) 862-5356
Ernesto G. Rincon*	211 Highland Cross Drive Suite 230	Houston	TX	77073	(281) 982-5881
Jason and Kristina James*	-	Stockdale	TX	-	(512) 949-9979
Terri Coleman*	-	Austin	TX	-	(713) 828-4715
Lee and Jennifer Garza	246 West San Antonio Street, Suite 203	New Braunfels	TX	78130	(830) 743-1442

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Dustin Holladay	625 State Highway 31 E, #1	Chandler	TX	75758	(903) 969-3814
Brenda Carmona-Canales	820 West Spring Creek Parkway, Suite 400-U	Plano	TX	75023	(972) 935-5166
Curtis Wall	5606 N. Navarro Street, Ste. 302-C	Victoria	TX	77904	(361) 788-3226
Ruben Espinosa	522 N. Broadway, Ste. 2	Tyler	TX	75702	(903) 262-7827
Gary Sommo	5152 Fredericksburg Road, Ste. 200G,	San Antonio	TX	78229	(409) 554-0328
Rey Mesa	701 Commerce St, Suite 804	Dallas	TX	75202	(469) 200-1227
Marcus Becerra	388 SW Johnson Avenue	Burleson	TX	76028	(817) 585-1015
Jason Rottman	114 East Main St., Ste. C-3	Decatur	TX	76234	(505) 793-1154
Billy Wayne Nesrsta	2600 South Shore Blvd., Ste. 300	League City	TX	77573	(979) 480-3475
William Whitehurst	500 Grapevine Highway, Ste. 367	Hurst	TX	76054	(817) 876-2846
Mary Harmening	2202 Avenue I, Suite #205	Rosenberg	TX	77471	(360) 470-6436
Taylor Chomiski	1444 N. Cockrell Hill Road, Suite 101	Dallas	TX	75211	(806) 570-1207
Bret Smith	719 Highway 183 North, Ste. B112	Leander	TX	78641	(512) 529-9801
David Ach	771 E. Southlake Blvd., Suite# 105	Southlake	TX	76092	(254) 366-8565
Rhys Malen	1106 Clayton Lane Suite 528W	Austin	TX	78723	(225) 907-7990
Paul D'Spain	304 East Main St. Suite 203	Round Rock	TX	78664	(512) 363-8609
Mario Aguilar	801 N MAIN ST STE A-1	Andrews	TX	79714	(432) 279-1597
Daniel Ochoa	10921 Pellicano Drive Suite 124	El Paso	TX	79935	(915) 771-7717
Mike Bui	5802 Val Verde St #230	Houston	TX	77057	(713) 423-7904
Richard Tonihka	5609 Southwest Green Oaks, Ste. 106	Arlington	TX	76017	(817) 286-2002
Maria Segura	16365 Park Ten Place Dr., Ste. 120	Houston	TX	77084	(832) 509-0554
Carl Tirador	1920 McKinney Ave., STE 07-112	Dallas	TX	75201	(469) 480-4544

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Danny Raymond	22632 Kuykendahl Road Suite B	Spring	TX	77389	(281) 378-4840
John and Kimberly Dean	17080 TX-46, STE 108-G	Spring Branch	TX	78070	(210) 825-1233
Ryan Moreno	6812 Bandera Road Suite 210	San Antonio	TX	78238	(210) 876-6994
Anthony Chambers	2734 Sunrise Blvd Suite 208	Pearland	TX	77584	(281) 515-9095
Eugene Zollinger	2090 North IH 35 Suite 4119	New Braunfels	TX	78130	(830) 216-8343
Katie Morales	14800 Quorum Dr, Suite #100	Dallas	TX	75254	(817) 782-2105
Doug Lowry	4645 Wyndham Lane, Suite #160B Office #3	Frisco	TX	75033	(469) 912-1819
Cooper Rogers	1000 Heritage Center Circle, STE 153	Round Rock	TX	78664	(512) 598-0800
Shannon Sigala	1401 US-175 Ste 230	Crandall	TX	75114	(214) 334-5140
Brody Elston	4400 Buffalo Gap Rd, Ste. 0525	Abilene	TX	79606	(325) 333-4380
Mayur Patel	950 Echo Lane Suite 200	Houston	TX	77042	(713) 461-9952
John Bratcher and Josh Howard	223 McKinney St., Ste. C	Farmersville	TX	75442	(214) 354-9956
Andrew Fuller	12777 Jones Road, Ste. 400	Houston	TX	77070	(713) 836-1034
Jordan Smith	18935 I-45 N, Suite C	Spring	TX	77388	(409) 920-0435
Jasmine Sigcho-Gomez	1001 S. DAIRY ASHFORD, SUITE 100	Houston	TX	77077	(832) 370-5660
John Cuba	1000 Heritage Center Circle, Suite 153	Round Rock	TX	78664	(512) 806-8435
Kelly Houston	2000 S. Stemmons Freeway #205	Lake Dallas	TX	75065	(214) 448-4445
Steven Borrego	6671 Southwest Freeway, Suite 300K	Houston	TX	77074	(281) 236-5652
David Bailey	4925 Greenville Avenue Suite 200	Dallas	TX	75206	(214) 850-5095
Brendan Fitzgibbons	8140 Walnut Hill Ln, Ste. 300	Dallas	TX	75231	(214) 960-4422

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Jerry Halliburton	12100 Ford Rd, Ste 300	Dallas	TX	75234	(214) 663-7957
Gabe Becerra	9330 Corporate Drive, Suite 603,	Selma	TX	78154	(210) 347-5597
Melvin Houston	3033 Chimney Rock, Suite 212	Houston	TX	77056	(713) 212-0600
JC Harter	3131 McKinney Ave., Suite 600	Dallas	TX	75204	(214) 643-6108
The Sacchieri Agency	25211 Grogans Mill, Suite 455	The Woodlands	TX	77380	(832) 717-6754
Ashley Dolan	150 Pine Forest Dr., Ste. 801B	Shenandoah	TX	77384	(936) 321-0158
Robert Prescott	305 Regency Parkway, Ste. 701	Mansfield	TX	76063	(972) 230-7722
Joe Robertson	5820 Calder Avenue	Beaumont	TX	77706	(409) 299-3776
Anastasia Hiles	8350 Ashlane Way, Suite 204, #15	The Woodlands	TX	77382	(832) 717-9181
Shelly Workman	3115 Loop 306, Ste. 100B	San Angelo	TX	76904	(325) 716-8251
Byron Spears	600 North Pearl Street Suite S2256	Dallas	TX	75201	(214) 349-8400
Robin Czarnek	2810 Oak Run Parkway	New Braunfels	TX	78132	(210) 646-8682
Herron Burroughs	Three Sugar Creek Center, Suite 122	Sugar Land	TX	77478	(281) 381-2701
Brian Williams	7310 W Broadway, Ste 112	Pearland	TX	77584	(281) 710-9102
Cen-sure	6300 Ridgelea Place, Ste. 603	Fort Worth	TX	76116	(817) 938-2101
Kordell Nolan	11729 Spring Cypress Rd, Suite H-4	Tomball	TX	77377	713-907-2649
Alfredo Carrera	3901 Arlington Highlands Blvd suite 200	Arlington	TX	76018	(214) 837-4012
Varghese George	8105 Razor Blvd, Suite#298	Plano	TX	75024	(972) 639-7806
Tony Smith and Geoff Comstock	203 S Allen Dr.	Allen	TX	75013	(972) 491-1965
Barrett Buchwald	5025 Colleyville Blvd	Colleyville	TX	76034	(682) 334-1018
Ben Breedlove	117 East Jackson Street	Burnet	TX	78611	(806) 368-2307
Doug Becker	311 S. Oak Street, Ste 204.3	Roanoke	TX	76262	(817) 734-8924
Patric Farrell	109 E. Oak Street, Ste. 900	Denton	TX	76201	(817) 233-9771
Andrew DeGuise	15840 FM 529, Suite 260	Houston	TX	77095	(832) 387-4633
Margarita Valdez	100 Glenborough Drive	Houston	TX	77067	(832) 312-5635

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Monica Oncale	3663 N. Sam Houston Parkway, Suite 614	Houston	TX	77032	(281) 324-1880
Linda Cunningham	1525 Lakeville Dr., Ste. 131	Kingwood	TX	77339	(281) 361-9719
Mark Boudreaux	8300 Cypress Creek Parkway, Suite 450	Houston	TX	77070	(281) 397-3001
Robert Wallace	4720 W Sublett Road Suite 106	Arlington	TX	76017	(817) 483-8333
Ian Gerrard	19075 I-45 North, Suite 272	The Woodlands	TX	77385	(281) 825-3755
Shannon Gast	12002 Trafalgar Avenue, Ste. 304	Lubbock	TX	79424	(806) 500-2785
Toby Mullikin	1125 Judson Plaza, Ste. 182A	Longview	TX	75601	(903) 220-0979
Ashleigh Buchanan	2401 Judson Rd., Ste. 103	Longview	TX	75605	(903) 215-8242
Collin Phaup	6761 Old Jacksonville Hwy, Suite A	Tyler	TX	75703	(903) 534-5800
Kevin Ward	7420 Golden Pond, Ste. 400	Amarillo	TX	79121	(806) 418-2565
Guy Wehman	11001 Lakeline Blvd., Building 1, Ste. 100	Austin	TX	78717	(512) 691-4086
Mike Wilburn	1310 RR 620 South, Ste. B195 Room 7	Lakeway	TX	78734	(512) 743-8210
Robin Moore	1311 Chisholm Trail, Suite 403-404	Round Rock	TX	78681	(512) 856-5511
Tim Bicknell	7950 Legacy Dr., Suite 473	Plano	TX	75024	(972) 999-1518
Abel Longoria	84 N.E. Loop 410, Ste. 117	San Antonio	TX	78216	(210) 760-0341
Bill Troutz	2929 Mossrock Drive, Ste. 203	San Antonio	TX	78230	(210) 349-6600
Lori Alba	5527 Louetta Rd., Ste. D	Spring	TX	77379	(281) 602-3950
Callie Reaves	12700 Hillcrest rd, Suite 148	Dallas	TX	75230	(214) 458-4220
Gladys Cruz	14101 West Hwy 290, Bldg. 1400c	Austin	TX	78737	(512) 694-7878
Josiah Winemiller	100 E Royal Lane, STE 125	Irving	TX	75039	(214) 499-4494
Cole Masters	4801 Woodway Drive, Suite 300	Houston	TX	77056	(713) 401-9688
Brandon Marti	1777 NE Interstate 410 Loop, STE 600	San Antonio	TX	78217	(210) 422-3442
Corry Pilcher	900 Titus St.	Gilmer	TX	75644	(903) 680-3100
Neil Guayante	6500 River Place Blvd, Building 7, Ste. 250	Austin	TX	78730	(512) 339-3500

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Jami Curry	7111 Bosque Boulevard, Suite 203	Waco	TX	76710	(254) 523-0301
Ramon Siqueiros	8705 Shoal Creek Blvd., Ste. 205	Austin	TX	78757	(512) 355-7471
Scott Kendall	6800 Weiskopf Avenue #150	McKinney	TX	75070	(469) 772-3232
Jai Fulford	4815C 50th St	Lubbock	TX	79414	(806) 632-3082
Craig Helm	434 Oak Street Suite C	Graham	TX	76450	(940) 757-0127
Michael Foster	201 W Virginia Street	McKinney	TX	75069	(972) 234-4260
Harry Smith	17304 Preston Rd, Ste. 800	Dallas	TX	75252	(214) 769-5998
Markus Tolson	5115 Washington Avenue	Houston	TX	77007	(713) 880-5225
Natalia Ayme	1111 S. Main St., Ste 110	Grapevine	TX	76051	(817) 875-0776
Scott Morris	5900 South Lake Forest Drive, Ste. 300	McKinney	TX	75070	(806) 543-7930
Dionne Dumas and Kendall Pearson	325 N. St. Paul St., Suite 3100	Dallas	TX	75201	(214) 789-4777
Jason Hess	260 N. Denton Tap Rd, Ste. 265	Coppell	TX	75019	(972) 462-0999
Matthew Colby	802 Yale Street	Houston	TX	77007	(713) 966-6611
Luis Landin	9950 Cypresswood Dr. Suite 223	Houston	TX	77070	(281) 796-6111
Dan Wilkerson	113 North Stagecoach Road	Salado	TX	76571	(512) 934-8711
Justin Winstead	620 Stoneglen Drive	Keller	TX	76248	(817) 771-9797
Shamyra Jeremiah	P.O. Box 160193	Austin	TX	78716	(512) 960-2580
Barbara Cribbs	2600 South Shore Blvd, Ste. 300	League City	TX	77573	(832) 489-7868
Scott Wong	3210 N. Frazier Ste. B	Conroe	TX	77303	(281) 313-8999
Jacqueline McCoy	878 S Denton Tap Road, STE 160	Coppell	TX	75019	(972) 200-4413
Kellen Vaughan, Kenneth Travis, Eddie Bright	628 Stoneglen Drive, Suite B	Keller	TX	76248	(817) 697-4066
Oscille Joseph	5049 Edwards Ranch Road, STE 03-100	Fort Worth	TX	76109	(817) 502-9944

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Jennifer LeVoir	117 E Main Street Suite 101	Whitesboro	TX	76273	(903) 402-1771
David Wolfe	1201 NW Loop 281, Ste 411	Longview	TX	75604	(903) 253-2524
Laura Garza	5850 Town and Country Blvd. Suite 502	Frisco	TX	75034	(469) 200-4228
Scott Adelman	535 E. Fernhurst Drive, Ste. 106	Katy	TX	77450	(832) 300-9900
Dina Pillow	330 N. 8th Street Ste. 207	Midlothian	TX	76065	214-447-0233
Todd Thomas	1300 Bay Area Blvd, Ste. B135	Clear Lake	TX	77058	(281) 480-7762
Jay Olson	17228 West Grand Parkway Suite 2000	Sugarland	TX	77479	(713) 589-3689
Kevin Kopp	502 Highway 3 N Ste B	League City	TX	77573	(281) 217-6400
Laura Feldman	720 Rusk Street, Suite 126	Houston	TX	77002	(713) 766-3303
Jenifer Hoffman	15737 Jarvis Road	Cypress	TX	77429	(281) 373-9911
Kyle Kettler	4405 Spring Cypress rd Suite 100	Spring	TX	77388	(832) 869-4133
Toby Brooks	1920 N. Main Street, Ste. 102	Belton	TX	76513	(254) 231-0402
Joey Bertrand	2824 Valley View Lane, Ste. 100	Farmers Branch	TX	75234	(972) 833-1000
Morgan Shipp	625 Chase Drive, Ste. 107	Tyler	TX	75701	(903) 630-8069
John Sehon	5206 FM 1960 W. Ste. 212M	Houston	TX	77069	(832) 248-9160
Steven Gaines	310 Farley Street	Hutto	TX	78634	(512) 642-8135
Duncan Clarke	8530 FM 1960 Road East, Suite 106/104	Humble	TX	77346	(832) 341-5555
Kristee and Tony Boscarino	2251 North Loop 336 West, Ste. C	Conroe	TX	77304	(281) 257-2400
Tom Stinson	25807 Westheimer Pkwy, Suite 100	Katy	TX	77494	(281) 712-7272
Mary Randall	165 S. Kimball Ave, Suite 110	Southlake	TX	76092	(817) 345-6366
Rob Arias and Shaun Sexton	300 Convent Street, Ste. 1330	San Antonio	TX	78205	(210) 901-5145
Doug Crawford	2340 E. Trinity Mills #300	Carrollton	TX	75006	(972) 217-9146
David Jackson and Zoltan	10945 Estate Lane Suite E311	Dallas	TX	75238	(214) 960-1515

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Papp					
Robert Irish	12603 Old Highway 105 W Ste 100	Conroe	TX	77304	(713) 367-0025
Landry-Lloyd	5701 Time Square Blvd, Ste. 305	Amarillo	TX	79119	(806) 364-3161
Amanda Gardiner	2960 Long Prairie Rd	Flower Mound	TX	75022	(972) 782-4775
Ashley Bass	713 East 1st Street	Prosper	TX	75078	(806) 231-1038
Justin Wiggins	5605 North MacArthur Blvd., Ste. 1007	Irving	TX	75038	(214) 914-1385
Jason Valenzuela	620 N Grant, Ste. 1205	Odessa	TX	79761	(432) 934-0630
Geoff Sterner	6300 Ridgelea Place, Ste. 603	Fort Worth	TX	76116	(817) 778-8988
Ryan Griffin	106 East Sixth Street, Suite 900	Austin	TX	78701	(512) 731-1724
Javier Hernandez	2011 Leeland Street	Houston	TX	77003	(832) 462-3872
Andrew Haley	4501 Cartwright Rd, Ste. 306	Missouri City	TX	77459	(281) 643-0996 x1
Danny Thompson	2338 North Loop 1604 W Suite #120	San Antonio	TX	78248	(520) 241-8760
Angela and Rick Vargas	814 East Avenue, Suite E	Katy	TX	77493	(832) 375-9979
Andrew McCulloch	138 Prairie Ridge Dr	Aledo	TX	76008	(682) 312-2544
Ann Nguyen	5540 South Peek Road	Katy	TX	77450	(832) 589-9272
Antonio Gutierrez	8412 Davis Boulevard, Ste. 170	North Richland Hills	TX	76182	(940) 365-0100
Herman Askew	13201 Pond Springs Road, Suite 105	Austin	TX	78729	(512) 250-5533
Adam Bryant	1021 61st Street, Suite 400-B	Galveston	TX	77551	(903) 407-0719
Thomas Steed	650 N. Sam Houston Parkway E., Suite 231	Houston	TX	77060	(409) 330-1110
Travis Taylor	2305 Ridge Road, Suite 207	Rockwall	TX	75087	(214) 886-2704
Lisa Link	3955 S. Soncy Ste. 203	Amarillo	TX	79119	(806) 341-6985
Joe Kader	650 N. Sam Houston Parkway E., Suite 231	Houston	TX	77060	(281) 610-1530
Rick Swantner	1906 Avenue D, Ste. 100	Katy	TX	77493	(512) 496-0156
Michael D'Ambrosio	715 Discovery Blvd., Suite 406	Cedar Park	TX	78613	(512) 212-3900

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Kim Dugey	14133 Memorial Drive	Houston	TX	77079	(832) 667-8961
John Murski	16225 Park Ten Place, Ste. 500	Houston	TX	77084	(281) 610-7187
Chris Correa	9330 Corporate Drive, Suite 603	Selma	TX	78154	(210) 294-1806
Mike Whitsitt	2245 Texas Drive, Suite 308	Sugar Land	TX	77479	(409) 466-0568
Eric San Miguel	24610 Kingsland BLVD	Katy	TX	77494	(832) 731-3723
Michael Ames	11350 Four Points Drive, Ste. 1	Austin	TX	78726	(512) 637-1362
Jacob Cangelosi	14339 Torrey Chase Boulevard #D	Houston	TX	77014	(832) 269-2155
Patrick Torma	3420 Rusk suite 22	Houston	TX	77023	(832) 649-4311
Zach Sharp & James Taylor	704 Ashley Ct.	Highland Village	TX	75077	(469) 351-7657
Michael Gonzales	8151 Broadway, Ste. 102	San Antonio	TX	78209	(210) 889-2956
Desiree Rendon	1414 S Friendswood Drive Building A, Suite 118	Friendswood	TX	77546	(281) 635-8498
Chris Allen	26203 Oak Ridge Dr. Suite 19	Spring	TX	77380	(832) 515-4418
Jacob Metcalf	6806 Smokey Hill Rd	Austin	TX	78736	(214) 240-8838
Carolina Kreager	221 N Kansas St Suite 700	El Paso	TX	79901	(512) 771-9431
Kirk Gilfour	25807 Westheimer Pkwy, Ste. 343	Katy	TX	77494	(281) 358-4722
Becky Isbell	312 N. Gray St	Killeen	TX	76541	(254) 368-0207
Spencer Lowe	100 East Royal Lane, Suite 125	Irving	TX	75039	(818) 669-1434
Jim Jaco	8656 Highway 71 West, Building D, Suite #200	Austin	TX	78735	(512) 829-0090
John Antoon	6521 Preston Road, Suite 300	Plano	TX	75024	(972) 841-4424
Lynn Peters	600 E. John Carpenter Freeway Suite 258	Irving	TX	75062	(972) 689-4569
Jon Garcia	106 East Sixth Street, Suite 900	Austin	TX	78701	(512) 826-3058
Brad Clark	101 Summit Ave # 1020	Fort Worth	TX	76102	(817) 332-7739
Aaron Cabrera	715 E. Main Street	Tomball	TX	77375	(281) 845-8980
Jessie Bishop	723 I-35, Suite 105	Denton	TX	76205	(940) 498-7007

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Diane Fitts	6136 Frisco Square Blvd Ste. 496/400	Frisco	TX	75034	(214) 991-8716
Phil Delgado	18503 Sigma Road	San Antonio	TX	78258	(210) 386-4654
Sonya Taylor	200 W. Fair Street	Kaufman	TX	75142	(214) 612-8074
Bill Jaquay	4005 Technology Drive, Ste. 1008-D	Angleton	TX	77515	(979) 331-3183
Jay Hawley	10039 Bissonnet Street, Ste. 150	Houston	TX	77036	(281) 440-8067
Wesley Reinart	7460 Warren Parkway, Suite 100	Frisco	TX	75034	(972) 224-8247
Molley Michel	5177 Interstate 20 Frontage Rd Ste 123	Willow Park	TX	76087	(817) 597-0700
Christopher Washington	1104 South Mays Street #216	Round Rock	TX	78664	(318) 820-3164
Jorge Alatorre and Mike Julian	8900 Eastloch Drive, Suite 315	Spring	TX	77379	(832) 688-8367
Jeff Horak	3091 University Drive, Ste. 120	Bryan	TX	77802	(979) 595-8685
Marcia Burklew	20665 West Lake Houston Parkway, Suite 111	Kingwood	TX	77346	(281) 359-2222
Mark Solomon	2770 Main Street, Ste. 275	Frisco	TX	75033	(214) 739-5610
John Wilson	2305 Ridge Road, Suite 207	Rockwall	TX	75087	(469) 223-1175
Chris Chance	3700 9th Avenue #107	Port Arthur	TX	77642	(409) 651-2158
Ross Fox	2914 Eastex Fwy	Beaumont	TX	77703	(409) 767-9974
Robert King	6010 W Spring Creek Parkway Suite 252	Plano	TX	75024	(214) 504-4732
Claudia Cuellar	4241 Woodcock Avenue, Suite A204	San Antonio	TX	78228	(210) 931-2021
Ashlee Nelson	214 West Texas Ave, Ste 104	Midland	TX	79701	(432) 638-8701
Fred Montes	14114 North Dallas Parkway, Suite 160	Dallas	TX	75254	(469) 687-9080
Mustafa Rasuli*			VA		(703) 451-3434
Chad Murray*		Tazewell	VA		(276) 988-7931
Dawn Brink*	644 Grassfield Parkway Suite 27	Chesapeake	VA	23322-7465	(757) 410-0080

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Timothy Jongquist**		Virginia Beach	VA	23462	757-816-9360
Bill Reulein*	626 S Church Ln	Tappahannock	VA	22560	(703) 795-9510
Wallace Butler**		Herndon	VA	23321	(703) 444-3600
Evan Curbeam*	133 N Sycamore St Ste D	Petersburg	VA	23803	(804) 543-2441
Benjamin Floyd	618 Prosperity Way	Chesapeake	VA	23320	(757) 286-9552
Karen Godette Barrett	707 Gittings Street, Suite 100-C	Suffolk	VA	23434	(757) 595-1200
Andy Kondracki	2244 General Booth Blvd	Virginia Beach	VA	23456	(757) 499-0559
Karina Morrison	11320 Random Hills Road, Suite 120	Fairfax	VA	22030	(703) 988-3004
Ashby Whitehorne	1 Columbus Street, Ste 680	Virginia Beach	VA	23462	(757) 330-0779
Monica Savino	1206 Laskin Rd, Suite 201	Virginia Beach	VA	23451	(757) 435-4291
Steve Wills	2901 South Lynnhaven, Suite 475	Virginia Beach	VA	23452	(757) 478-2459
Eric Allen	106 Crofton Place Suite 9	Palmyra	VA	22963	(434) 589-1447
Doug Price	44330 Mercure Circle #100-A	Dulles	VA	20166	(571) 441-3008
Chad Hunter	1765 Greensboro Station Place, Suite 900	McLean	VA	22102	(573) 268-3693
Eder Odria	5105-F Backlick Rd	Annandale	VA	22003	(703) 231-5098
Bryan Vander Hoek*	1616 32nd St Ste 14	Everett	WA	98201	(425) 374-8392
Kien Ngo	707 S Grady Way Ste 600	Renton	WA	98057	(206) 290-7505
Jenny Goh	4735 NE 4th Street	Renton	WA	98059	(425) 728-8445
Myrlino Hufana	2018 156th Ave NE, Suite 100	Bellevue	WA	98007	(425) 329-3889
Charles Lindberg	2018 156th Ave NE, Suite 100	Bellevue	WA	98007	(425) 818-9542
Glynis Grochowski & Linda Yeikowski*	S75W17475 Janesville Rd Ste 2	Muskego	WI	53150	(262) 710-4214

EXHIBIT E-2

LIST OF FORMER FRANCHISEES

% indicates unit never opened

indicates unit was terminated after 12/31/2018

+ indicates franchise was transferred

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Max Freedman	3366 Thousand Oaks Blvd, Suite 200	Thousand Oaks	CA	91362	(805) 304-0866
Melissa Baaklini	701 Southampton Blvd, Ste 209 Unit E	Benicia	CA	94510	(510) 863-4499
Scott Wilk	28368 Constellation Road, Suite 360D	Valencia	CA	91355	(805) 522-8315
Laseni Williams	2560 Catamaran Way, Suite 9	Chula Vista	CA	91914	(661) 809-7533
Ron Lozano%	3200 Wilshire Boulevard, Ste. 1011	Los Angeles	CA	90010	(571) 255-9788
Ram & Kail Battar%	2425 Porter St	Soquel	CA	95073	(650) 409-7261
Daniel Neale%	1420 North Claremont Blvd, Suite 207-C	Claremont	CA	91711	(909) 908-6228
Shawn Nobles%	-	Mission Viejo	CA	-	(949) 916-5210 x131
Rudy Betha%	328 N Orange Dr	Los Angeles	CA	90019	(323) 794-2486
Christen Scanlon%		San Francisco	CA		(415) 665-7701
Bryce Easter+	9605 Scranton Rd # 625	San Diego	CA	92121	(858) 292-5788
Darian Hogle+	4590 MacArthur Blvd, Ste 500	Newport Beach	CA	92660	(949) 769-4736
Siamanto Maronian+	805 East Broadway, Ste. 1A	Glendale	CA	91205	(818) 269-0909
Eva Chong+	3200 Wilshire Boulevard, Ste. 1011	Los Angeles	CA	90010	(323) 984-9845
Aaron Gloeckler+	800 Grant Street, Suite 310	Denver	CO	80203	(720) 318-7665
Briana Williams#	3111 North University Drive, Ste. 901	Coral Spring	FL	33065	(978) 854-2769
James Dudziec#	4600 Touchton Rd E Building 100 Suite 150	Jacksonville	FL	32246	(904) 426-8111
Brian DeCicco#	601 Market Street	Saint Augustine	FL	32095	(904) 429-4451
Clayton Campbell#	6706 N 9th Avenue, Suite D-20	Pensacola	FL	32504	(850) 512-4861
Tim Stevenson	9250 Corkscrew Road Suites 8 & 9	Estero	FL	33928	(239) 676-6704

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Valerie Curinton-Mcrae	5323 Millenia Lakes Blvd., Ste. 303 & 307	Orlando	FL	32839	(407) 299-3415
David Hicks	340 West Central Ave, Ste. 310	Winter Haven	FL	33880	(863) 412-2419
Connie McGuire	19 Del Prado Boulevard North, Suite F	Cape Coral	FL	33909	(239) 573-2088
Omar Haedo	500 S. Dixie Highway, Suite 306	Coral Gables	FL	33146	(305) 290-3750
Sean McConnell	3632 Land O' Lakes Boulevard	Land O' Lakes	FL	34639	(813) 928-3363
Phillip O'Reilly*	13700 Perdido Key Dr. Bld. C Ste. 144B	Pensacola	FL	32507	(251) 550-1000
Greg Janzow*		Jacksonville	FL		(765) 914-6250
Tyce Moore*	1 Hargrove Grade, Suite 2B	Palm Coast	FL	32137	(803) 800-0170
Nate Hicks*	700 S Palafox Street, Suite K	Penascola	FL	32502	(850) 226-5008
Camille Gersic*	16500 Burnt Store Road, Unit A-107	Punta Gorda	FL	33955	(239) 247-1590
Kelley Williams*	4651 Salisbury Road, Ste. 400	Jacksonville	FL	32256	(386) 447-5282
Doug Campbell*	27499 Riverview Center Blvd., Ste. 219	Bonita Springs	FL	34134	(844) 464-6673
Thomas Moore*	2101 Eastland Drive, Suite A1	Bloomington	IL	61704	(309) 215-9955
Alton Williams	3406 W Irving Park Rd	Chicago	IL	60618	(312) 967-7399
Rick Good	3232 Ridge Rd, Suite 5	Lansing	IL	60438	(708) 560-6130
Stefanie Meyer	207 N Main St, Suite 109B	Columbia	IL	62236	(618) 282-2210
LaCrisha Kenebrew*	-	Chicago	IL	-	(312) 619-2212
Tamika Echols*	-	Chicago	IL	-	(312) 944-9700
Michael OBrien*	208 S 1st Ave Ste A	Morton	IL	61550	(309) 321-8374
Veoria Mabry*		Plainfield	IL		(630) 901-3067
Rudy Espino*		Chicago	IL		(773) 672-4011
James Burgoon*	-	Fort Wayne	IN	-	(260) 750-5225
Andrea Remedies*	514 Crockett St	Shreveport	LA	71101	(318) 423-6022
Jessica Bavar*	-	Sulphur	LA	-	(337) 302-0873
Cornell Mathis*	455 E Eisenhower Pkwy, STE #126	ANN ARBOR	MI	48108	(734) 585-5224
Ahmad Farha	717 Ellsworth Road	Ann Arbor	MI	48108	(734) 390-9505
Adam Burgess*	5153 Plymouth Rd	Ann Arbor	MI	48105	(248) 513-4120
Jeremy Schnaidt*	33824 Cheryl	Clinton Township	MI	48035	(248) 838-8316

FDD Exhibit E-2 - 2

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Nahid Hammad*	24626 Ford Rd	Dearborn Heights	MI	48127	(313) 561-9472
Walker Hyland*	126 E Grand River Ave	Fowlerville	MI	48836	(651) 249-1127
Brennen Grone*	-	Creve Coeur	MO	-	(314) 780-5438
Amit Bhakta & Vlad Garcia*	1301 Oak, Suite 517	Kansas City	MO	64106	(913) 475-5171
Jonathan Gildner	13534 Plaza Road Extension, Suite 108	Charlotte	NC	28215	(309) 275-8912
Ryan McCarthy	2315 West Arbors Drive, Suite 205	Charlotte	NC	28262	(704) 412-4159
Dennis Wilson & Trevor Wilson*		Charlotte	NC		(704) 231-9772
Mike Manfreda*	10520 Ligon Mill Road, Suite 100D	Wake Forest	NC	27587	(919) 819-9042
Michael Boures*	120 South Main St Suite B	Phillipsburg	NJ	8865	(908) 319-0197
Lazarus Alexandrou*	135 The Crescent	Roslyn Heights	NY	11577	(718) 728-2800
Jesse Webb*	6305 E 11th St	Tulsa	OK	74112	(918) 804-9106
Nertil Alla*	7618 Castor Avenue	Philadelphia	PA	19152	(215) 776-6447
Tom Colone	227 Rick St	Phillipsburg	PA	16866	(814) 636-6351
Jason Barbish	373 E Main Street, Suite A	Collegeville	PA	19473	(215) 853-7818
Brian Madalion	6020 Green Street Suite #3	Philadelphia	PA	19144	(215) 549-4900
Dante DiOrio*	200 Brothers Ct	Port Matilda	PA	16870	(508) 207-0138
Mike Kunko*	117 Koban Dr	Portage	PA	15946	(814) 942-0100
James Edwards	1205 48th Avenue N, Suite B	Myrtle Beach	SC	29577	(910) 641-1772
Tabathia Robinette*	-	Hartsville	SC	-	(843) 383-6091
Logan Bellamy*	4310 Wiley Post Road Ste 201E	Addison	TX	75001	(469) 480-9990
Kory Watson	104 Lion Street, Suite D	Desoto	TX	75115	(773) 715-8495
Supriya Harris	1701 W. Northwest hwy, 1st Floor	Grapevine	TX	76051	(214) 215-8377
Kari Garza	8000 IH-10 W, Ste 1513	San Antonio	TX	78230	(210) 680-2065
Kim Herrera			TX		(210) 306-9910
Arvey Villa	603 North Meadow Ave	Odessa	TX	79761	(432) 631-4704
Renata Pennington	825 Watters Creek Boulevard, Building M, Suite 250	Allen	TX	75013	(225) 978-1379
Anthony Roy	21210 FM 2920, Building 5B	Hockley	TX	77447	(832) 776-4211

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Dan Looney	9950 Westpark Dr., Ste. 321	Houston	TX	77063	(562) 431-7770
David Boatright	5262 S. Staples Street, Ste. 250	Corpus Christi	TX	78411	(361) 994-4881
Allwyn Lakhani*	-	San Antonio	TX	78232	(210) 636-1030
Aaron Tucker*	121 W Karnes	Robinson	TX	76706	(254) 644-7790
Dan Peterson*	-	Frisco	TX	-	(214) 218-8344
Andrew Gammans*	-	Houston	TX	-	(409) 370-8958
Bryce Beck*	-	Dallas	TX	-	(972) 750-6075
Corey Brown*	-	Wylie	TX	75002	(214) 336-4169
Lindsay Hall*	-	Richardson	TX	-	(682) 200-6767
Gary Leal*	-	Rosharon	TX	-	713-703-4823
John Derrick McGlothlin & Carlos Clark*	3626 N Hall St., Ste. 408	Dallas	Tx	75219	(214) 252-9694
Brian Rawlins*	2400 E Hebron Parkway, Suite A	Carrollton	TX	75010	(972) 658-0281
Jason Gomez*	-	Katy	TX	77449	(713) 585-6572
Shalee Garza*	2150 S. Central Expressway Suite 200	Mckinney	TX	75070	(214) 998-0922
Jessie Bishop*	723 I-35, Suite 105	Denton	TX	76205	(940) 498-7007
Glenda Higginbotham*	2424 N Pecan St., Ste. 104	Nacogdoches	TX	75965	(936) 305-5157
Curtis Birtcher*	1800 Shiloh Road, Suite 202	Tyler	TX	75703	(903) 780-4556
Mao Cano*	1475 Heritage Parkway, Ste. 125	Mansfield	TX	76063	(469) 418-7278
Steve Mendez*	1002 Village Square, Suite B2	Tomball	TX	77375	(832) 698-2216
Jesse Miller*	5500 FM 2770, Ste. 103	Kyle	TX	78640	(512) 720-2522
Cody Deck*	2438 Lillian Miller Pkwy, Ste. 205	Denton	TX	76205	(940) 230-2803
Katie Peek*	4140 McKnight Road, Ste. 2	Texarkana	TX	75503	(903) 792-0404
Brad Brown*	750 William D Fitch Parkway, Suite 220	College Station	TX	77845	(979) 764-2001
Nicki Wynne*	12863 CR 192	Tyler	TX	75703	(903) 504-5957
Jim Kirk*	104 East US Highway 80, Ste. 175	Forney	TX	75126	(214) 796-0921
Eric Wagner*	1001 S Main Street, Ste. 5	Boerne	TX	78006	(210) 837-3175
Natalie Garcia*	23218 Red River Dr, Suite 208	Katy	TX	77450	(832) 351-5259

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Chase Anderson*	1136 Rayford Rd Ste A	Spring	TX	77386	(214) 838-5433
Raven Eilers*	9737 Great Hills Trail, Ste. 200	Austin	TX	78759	(512) 468-5651
Grant Nichols*	1341 W Mockingbird Lane, Ste. 600W	Dallas	TX	75247	(325) 227-7574
David Wilson*	1452 Hughes Road, Suite 200	Grapevine	TX	76051	(817) 453-9999
Jason Renfrow*	3663 North Sam Houston Pkwy East, Ste. 600	Houston	TX	77032	(713) 678-0256
Ted Brown*	40 Lake Bellevue Drive, Suite 102	Bellevue	WA	98005	248-352-4757

EXHIBIT F-2

Guarantee of Performance

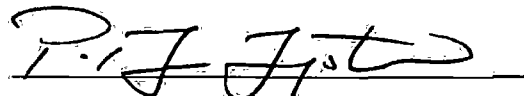
GUARANTEE OF PERFORMANCE

For value received, Goosehead Insurance, Inc., a Delaware corporation (the "Guarantor"), located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262, absolutely and unconditionally guarantees to assume the duties and obligations of Goosehead Insurance Agency, LLC, a Texas limited liability company located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued April 2, 2019, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at Westlake, Texas, on the 28th day of March, 2019.

Guarantor: Goosehead Insurance, Inc.

By:



Print Name: P. Ryan Langston

Print Title: General Counsel and Corporate Secretary

EXHIBIT G-1

Goosehead Insurance Operations Manual

BRAND STANDARDS

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EXHIBIT G-2

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement (this "Agreement"), dated as of the ____, by and between Goosehead Insurance Agency, a Texas Limited Liability Company with its principal office located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262 ("Goosehead"), and ____, at ____ (both parties hereto collectively referred to as the "Parties" and individually as a "Party").

Recitals:

WHEREAS, Goosehead Insurance Agency and ____ intend to discuss a possible transaction involving the Parties ("Purpose"), and for which Purpose certain confidential and proprietary information may be disclosed between the Parties; and

WHEREAS, a Party may receive ("Recipient") and/or disclose to the other Party ("Disclosing Party") certain technical, non-technical, financial, business and other proprietary and confidential information in relation to their respective businesses and affairs.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Definition. "Confidential Information" shall mean any and all information disclosed to, or otherwise acquired or identified or observed by, a Party including its subsidiaries and affiliates, and each of their respective directors, officers and employees (collectively, "Recipient's Representatives"), from the Disclosing Party and its affiliated companies, relating to the business of the Disclosing Party, whether communicated in writing, orally, electronically, photographically, or recorded in any other form of media, including, but not limited to, all sales and operating information, client lists and other client information, employee and other human resource information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right. The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by Disclosing Party; (iii) becomes available to Recipient on a non-confidential basis from a source other than Disclosing Party; *provided* that such source is not bound by a confidentiality agreement with Disclosing Party or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

2. Scope. This Agreement is intended to cover Confidential Information disclosed by each Party prior to, on and subsequent to the date hereof.

3. Obligations of Recipient. In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in strict confidence and with at least the same degree of care it uses to keep its own proprietary information confidential, but in no event shall it use less than a reasonable degree of care. Recipient shall not, without the prior written consent of Disclosing Party, disclose such information to any person for any reason at any time; *provided, however,* it is understood that Recipient may disclose any of the Confidential Information to those of the Recipient's Representatives who actually need such material for evaluating the proposed relationship for the Purpose on the condition that, prior to such disclosure, such Recipient's Representatives have agreed to be bound by the confidentiality obligations set forth herein or are otherwise bound by a statutory, fiduciary or another enforceable obligation of confidentiality; Recipient may also disclose any of the Confidential Information to the Recipient's agents or representatives who actually need such material for evaluating the proposed relationship for the Purpose on condition that, prior to such disclosure, such Recipient's agents and/or representatives have agreed *in writing* to be bound by the confidentiality obligations set forth herein; and *provided further, however,* that in any event, Recipient shall be fully liable for any breach of this Agreement caused by the disclosure of Confidential Information by such Recipient's Representatives. Notwithstanding anything herein to the contrary, neither Party may disclose the other Party's Confidential Information to any competitor of the other Party, without such other Party's prior written consent. The term "person" as used in this letter shall be broadly interpreted to include, without limitation, any corporation, company, partnership, organization, association, entity or individual.

4. Compelled Disclosure. In the event that Recipient or any of Recipient's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents) to disclose any of the Confidential Information, it is agreed that Recipient or such Recipient's Representative, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Recipient or such Recipient's Representative may furnish that portion (and only that portion) of the Confidential Information which Recipient is legally compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded any Confidential Information so furnished.

5. Use. Recipient shall not use any Confidential Information for any reason other than as may be necessary for the Purpose. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product. Further, Recipient acknowledges that Recipient is aware (and that Recipient's Representatives have been or will be advised by Recipient) that the United States and other applicable securities laws prohibit any person who has received from an issuer material nonpublic information relating to an issuer of securities from purchasing or selling securities of such issuer or from communicating such

information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

6. Ownership. Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the Purpose, including all copies thereof, are and shall be the sole property of Disclosing Party, and Recipient shall keep the same at all times in its custody and subject to Recipient's control. The Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by the Disclosing Party.

7. Return of Confidential Information. Within thirty (30) business days following the termination of this Agreement or the written request of Disclosing Party, Recipient will deliver to Disclosing Party all documents or other materials furnished by Disclosing Party to Recipient constituting Confidential Information, together with all copies thereof stored in any media in the possession of Recipient. In the event of such request, all other documents or other materials constituting Confidential Information, including any analyses, compilations, or other documents prepared by or on behalf of the Recipient, together with all copies thereof stored in any media in the possession of Recipient, will be destroyed with any such destruction confirmed by Recipient in writing to Disclosing Party.

8. No Warranties. THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS" AND THE DISCLOSING PARTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS THEREOF.

9. No Obligation. Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither Party has any obligation by virtue of this Agreement to procure any products or services from the other Party or to enter into any further business relationship or to refrain either of the Parties from entering into an agreement with any other person. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.

10. Remedies. Recipient acknowledges that money damages may be incalculable and an insufficient remedy for any breach of this agreement by Recipient and that any such breach may cause Disclosing Party irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

11. Termination. This Agreement may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; *provided, however*, that, notwithstanding anything herein to the contrary, each Party's obligations with respect to each item of the other Party's Confidential Information will survive for a period of three (3) years following the disclosure of the applicable Confidential Information.

12. Governing Law; Arbitration. This Agreement shall be governed by and interpreted in accordance with the laws of Texas, without regard to its conflict of law principles. Any dispute, claim, controversy, or cause of action incident to or arising from the terms of this Agreement, or the relationship created by this Agreement, shall be resolved by binding arbitration. The arbitration shall be administered by JAMS, Inc. (formerly, "Judicial Arbitration and Mediation Services, Inc.") ("JAMS") and shall be conducted pursuant to the JAMS commercial rules. The arbitration will be administered by the JAMS office at its location nearest to Goosehead's then-current principal place of business (currently, Dallas, Texas), by a single arbitrator selected in accordance with the JAMS rules.

13. Amendments. This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or canceled.

14. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

15. Waivers. No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

16. Entire Agreement; No Assignment; Counterparts. This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may not be assigned by Recipient by operation of law or otherwise without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

Goosehead Insurance Agency

By: _____

By: _____

Title: Chief Operating Officer

Printed Name: _____

EXHIBIT H
STATE ADDENDA AND AMENDMENTS

**ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA**

In recognition of the requirements of California's Franchise Investment Law and the California Franchise Relations Act, the Goosehead Insurance Agency, LLC Franchise Disclosure Document shall be supplemented as follows:

1. California Corporations Code, Section 31125, requires Franchisor to give Franchisee a disclosure document, approved by the Department of Business Oversight, before a solicitation of a proposed material modification of an existing franchise.
2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
3. Item 3 of the Franchise Disclosure Document is modified by adding the following paragraph to the end thereof:

Neither Goosehead Insurance Agency, LLC nor any person listed in Item 2 of this Franchise Disclosure Document is 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 these persons from membership in this association or exchange.

4. Item 17 of the Franchise Disclosure Document is modified by adding the following paragraphs to the end of Item 17:

California Business and Professions Code Sections 20000 through 20043 provide rights to Franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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.).

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.

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.

The Franchise Agreement requires application of the laws of the State of Texas. This provision may not be enforceable under California law.

The Franchise Agreement requires Franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of Franchisee's rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of Franchisee's rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

5. We maintain an Internet website at www.goosehead.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.
6. This Addendum shall be effective only to the extent that jurisdictional requirements of the California Franchise Investment Law or the California Franchise Relations Act are met independently of and without reference to this Addendum. This Addendum shall have no effect if the jurisdictional requirements of the California Franchise Investment Law or the California Franchise Relations Act are not met.

**AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA**

In recognition of the requirements of California's Franchise Investment Law and the California Franchise Relations Act, the Goosehead Insurance Agency, LLC Franchise Agreement shall be supplemented as follows:

1. Section 17.3 of the Franchise Agreement is amended to read as follows:

17.3 Termination with Notice and Opportunity to Cure. Except as otherwise provided in Sections 17.1 and 17.2 of this Agreement, you will have 60 days after your receipt from us of a written notice of default within which to remedy any default under this Agreement and to provide evidence thereof to us. You may avoid termination by immediately initiating a remedy to cure such default and curing it to our satisfaction within the sixty-day period, and by promptly providing proof thereof to us. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement will terminate without further notice to you, effective immediately upon the expiration of the sixty-day period or such longer period as applicable law may require. You will be in default pursuant to this Section 17.3 for failure substantially to comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Manual, or failure to carry out the terms of this Agreement in good faith. Such defaults include, but are not limited to, the following illustrative events:

2. This Amendment shall be effective only to the extent that jurisdictional requirements of the California Franchise Investment Law or the California Franchise Relations Act are met independently of and without reference to this Amendment. This Amendment shall have no effect if the jurisdictional requirements of the California Franchise Investment Law or the California Franchise Relations Act are not met.

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

By: _____
Name: P. Ryan Langston
Title: Vice President and General Counsel

By: _____
Name: _____
Title: _____

EXHIBIT I

FRANCHISE COMPLIANCE QUESTIONNAIRE

As you know, you and we are preparing to enter into a Franchise Agreement for the operation of a Goosehead Insurance franchise (a "Franchise"). The purpose of this Franchise Compliance Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each to each.

1. The following date and information is true and correct:

_____, 201____

Initials _____

The date when I received a fully completed copy (other than signatures) of the Franchise Agreement, and Addenda (if any), and all other related documents I later signed.

2. Have you received and personally reviewed the Franchise Agreement, and each Addendum and related agreement attached to it?

Yes _____ No _____

3. Do you understand all of the information contained in the Agreements and each Addendum and related agreement provided to you?

Yes _____ No _____

If no, what parts of the Agreements, Addenda, and/or related agreement do you not understand? (Attach additional pages, as needed.)

4. Have you received and personally reviewed the FDD that was provided to you?

Yes _____ No _____

5. Did you sign a receipt for the FDD indicating the date you received it?

Yes _____ No _____

6. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If No, what parts of the FDD and/or Addenda do you not understand? (Attach additional pages, as needed.)

7. Have you discussed the benefits and risks of establishing and operating a Franchise with an attorney, accountant, or other professional advisor?

Yes _____ No _____

Have you had the FDD and Agreements reviewed by an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No to either question, do you wish to have more time to do so?

Yes _____ No _____

8. Do you understand that the success or failure of your Franchise will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

9. Do you understand that no agreement or addendum is effective until it is also signed and dated by the Franchisor?

Yes _____ No _____

10. Do you understand that there are no promises, representations (other than in the FDD) agreements, "side deals," or other arrangements, written or oral, that are not in the Agreements, addenda, and other agreements attached to the FDD?

Yes _____ No _____

11. If you have answered "No" to any one of questions 8-10, please provide a full explanation of each No answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered "Yes" to each of questions 8-10, please leave the following lines blank.

12. Has any employee or other person speaking for the Franchisor made any statement or promise concerning the revenues, profits or operating costs of a Franchise operated by the Franchisor or its franchisees, that is contrary to the information contained in the FDD?

Yes _____ No _____

13. Has anyone speaking on the Franchisor's behalf made any statement or promise regarding the amount of money you may earn in operating the Franchise that is contrary to the information contained in the FDD?

Yes _____ No _____

14. Has anyone speaking on the Franchisor's behalf made any statement or promise concerning the total amount of revenue the Franchise will generate, that is contrary to the information contained in the FDD?

Yes _____ No _____

15. Has anyone speaking on the Franchisor's behalf made any statement or promise regarding the costs you may incur in operating the Franchise that is contrary to or different from, the information contained in the FDD?

Yes _____ No _____

16. Has anyone speaking on the Franchisor's behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchise?

Yes _____ No _____

17. Has anyone speaking on the Franchisor's behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will provide to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

18. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

19. Have you paid any money to the Franchisor concerning the purchase of this Franchise before today?

Yes _____ No _____

20. If you have answered "Yes" to any one of questions 12-19, please provide a full explanation of each Yes answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered "No" to each of questions 12-19, please leave the following lines blank.

21. Do you understand that all disputes and claims you may have under the Agreements, Personal Guaranty, and any other agreement with the Franchisor must be resolved by arbitration in Texas?

Yes _____ No _____

22. Do you understand that the Agreements and the Personal Guaranty provide that you can only collect compensatory damages on any claim under or related to the Agreements and not any consequential or punitive damages?

Yes _____ No _____

23. Do you understand that the Agreements and the Personal Guaranty include a waiver of jury trials?

Yes _____ No _____

24. I have spoken with current and former *Goosehead* franchisees, and I chose which franchisees, and how many franchisees, to speak with.

Yes _____ No _____

25. During my negotiations and evaluations leading up to my decision to buy a *Goosehead* Franchise, I communicated with the following individuals from Goosehead Insurance Agency, LLC or its affiliates, or independent brokers:

Name

Address

1. _____
2. _____
3. _____
4. _____

[Insert additional names and addresses below if needed]

Your responses to these questions are important to us and we will rely on them.

By signing this Questionnaire, you are representing to us that you have responded honestly, accurately, and completely to each of the above questions.

FRANCHISE APPLICANT

Signed

Printed Name

_____, 201____
Date

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Goosehead Insurance Agency, LLC ("GIA") offers you a franchise, it must provide this disclosure document to you (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Iowa requirements at the earlier of the first personal meeting, or 14 days before signing the franchise or other agreement or the payment of any consideration that relates to the franchise relationship, or (d) Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If GIA does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit C.

The franchisor is GIA, located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262; telephone (214) 838-5202.

The name, principal business address and telephone number of each franchise seller* offering the franchise is:

Mark E. Jones	☐	Michael C. Colby	☐	☐	☐
Goosehead Insurance Agency, LLC		Goosehead Insurance Agency, LLC		Goosehead Insurance Agency, LLC	
1500 Solana Blvd.		1500 Solana Blvd.		1500 Solana Blvd.	
Suite 4500		Suite 4500		Suite 4500	
Westlake, TX 76262		Westlake, TX 76262		Westlake, TX 76262	
(214) 838-5200		(214) 838-5202		[] phone #]	[] phone #]

* The principal franchise seller for this transaction is indicated by checking the box next to the individual's name.

Issuance date: April 2, 2019.

"GIA" authorizes the agents listed in Exhibit D to receive service of process for us.

I have received a Franchise Disclosure Document dated April 2, 2019, and with effective dates of state registration as listed on the State Effective Dates Page. This Disclosure Document included the following exhibits:

A	Franchise Agreement	F-1	Financial Statements
B	Release	F-2	Guarantee of Performance
C	List Of State Administrators	G-1	Table Of Contents Of Manual
D	Agents For Service Of Process	G-2	Mutual Non-Disclosure Agreement
E-1	List Of Current Franchisees	H	State Addenda And Amendments
E-2	List Of Former Franchisees	I	Franchise Compliance Questionnaire

Date Received

Prospective Franchisee

Name (Please print)

Address

PROSPECTIVE FRANCHISEE'S COPY:

Please sign this copy of the receipt, date your signature and keep it for your records.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Goosehead Insurance Agency, LLC ("GIA") offers you a franchise, it must provide this disclosure document to you (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Iowa requirements at the earlier of the first personal meeting, or 14 days before signing the franchise or other agreement or the payment of any consideration that relates to the franchise relationship, or (d) Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If GIA does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit C.

The franchisor is GIA, located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262; telephone (214) 838-5202.

The name, principal business address and telephone number of each franchise seller* offering the franchise is:

Mark E. Jones	☐ Michael C. Colby	☐	☐
Goosehead Insurance Agency, LLC	Goosehead Insurance Agency, LLC	Goosehead Insurance Agency, LLC	Goosehead Insurance Agency, LLC
1500 Solana Blvd.	1500 Solana Blvd.	1500 Solana Blvd.	1500 Solana Blvd.
Suite 4500	Suite 4500	Suite 4500	Suite 4500
Westlake, TX 76262	Westlake, TX 76262	Westlake, TX 76262	Westlake, TX 76262
(214) 838-5500	(214) 838-5500	[] phone #]	[] phone #]

* The principal franchise seller for this transaction is indicated by checking the box next to the individual's name.

Issuance date: April 2, 2019.

"GIA" authorizes the agents listed in Exhibit D to receive service of process for us.

I have received a Franchise Disclosure Document dated April 2, 2019, and with effective dates of state registration as listed on the State Effective Dates Page. This Disclosure Document included the following exhibits:

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E-1	List Of Current Franchisees	H	State Addenda And Amendments
E-2	List Of Former Franchisees	I	Franchise Compliance Questionnaire

Date Received

Prospective Franchisee

Name (Please print)

Address

Goosehead Copy: Please sign and date this copy of the receipt on the day you receive this disclosure document, and return that signed and dated copy to us