FRANCHISE DISCLOSURE DOCUMENT

GOOSEHEAD INSURANCE AGENCY, LLC
a Delaware limited liability company
1500 Solana Blvd., Suite 4500
Westlake, TX 76262
(214) 838-5500
legal@goosehead.com
www.goosehead.com

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 $66,000 and $111,500, which includes $50,000 to $65,500 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 John O'Connor, General Counsel, Goosehead Insurance Agency, LLC, 1500 Solana Boulevard, Suite 4500, Westlake, Texas 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: March 16, 2026

HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Goosehead Insurance business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Goosehead Insurance franchisee?	Item 20 or Exhibit E list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

WHAT YOU NEED TO KNOW ABOUT FRANCHISING GENERALLY

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit C.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

SPECIAL RISKS TO CONSIDER ABOUT THIS FRANCHISE

Certain states require that the following risk(s) be highlighted:

Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with us by mediation and arbitration in Texas. Out of state mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and arbitrate in Texas than in your own state.

Minimum Royalty Fees. 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.

Financial Condition. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's ability to provide services and support to you.

Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Unopened Franchises. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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 the consolidated financial statements of GSHD and subsidiaries 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. TWG does not offer any type of franchise, nor has it offered franchises in the past.

Our Experience

Our affiliate, TWG, engaged in the insurance services business under the name "Goosehead Insurance" and using the Proprietary Marks and operated as a national independent insurance agency beginning in 2003. TWG has never offered franchises in any line of business. 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). We do not engage in any other business, other than the operation of the System and described in this Franchise Disclosure Document (the "**Disclosure Document**").

We have corporate offices in Westlake, Texas; Coppell, Texas; Fort Worth, Texas; Houston, Texas; The Woodlands, Texas; Austin, Texas; San Antonio, Texas; Tempe, Arizona; Englewood, Colorado; Orlando, Florida; Chicago, Illinois; Charlotte, North Carolina; Columbus, Ohio; Nashville, Tennessee;

Minneapolis, Minnesota; Seattle, Washington; and Arlington, Virginia and are in the process of opening an additional corporate office in Indianapolis, Indiana.

The Franchises We Offer

We offer a franchise program to operate a business under the name "Goosehead Insurance" offering various insurance products to clients from a variety of insurance carriers (a "**Goosehead Business**"). Goosehead Businesses are generally identified by the trademarks and service marks identified in Item 13 (the **"Proprietary Marks"**). Goosehead Businesses operate 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"**).

In 2026, we are offering an optional program called the "APEX Program" for qualifying franchisees that may be modified or discontinued in the future. The APEX Program provides an alternative training experience for agencies that have dedicated internal resources capable of delivering application training and guided practice. Franchisees approved for participation in the APEX Program are responsible for facilitating certain training components internally, subject to our standards and requirements. If you qualify for the APEX Program, you will sign the APEX Program Amendment to Franchise Agreement in the form attached as Exhibit N to this Disclosure Document.

The types of insurance offered by the Goosehead Business you will operate (the "**Franchised Business**") 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 be approved to offer life insurance and commercial insurance through the Franchised Business. All insurance offered by the Goosehead Businesses must be through approved carriers with which we have appointments. Goosehead Businesses may not offer any insurance products through excess and surplus lines carriers unless we are appointed with those carriers. There is no guarantee that, as a franchisee, you will have access to all insurance carriers servicing the System, as there may be geographical exceptions to carrier availability (for example, states where a carrier cannot provide insurance). We intend to leverage the combined purchasing power of the Goosehead Businesses and our ongoing relationships with carriers to obtain favorable commission rates. The System also provides access to exclusive products with our insurance carriers.

A key feature of the System as of the date of this Disclosure Document is the robust back-office services we provide to each Goosehead Business. In particular, we manage the ongoing client service needs from our centralized contact centers currently located in Westlake, Texas, San Antonio, Texas, Orlando, Florida, 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

The Franchised 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, the Telephone Consumer Protection 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

Executive Chairman: Mark E. Jones

Mr. Jones is one of our co-founders and serves as Executive Chairman of the Board of Directors of GSHD in Westlake, Texas. He served as our Chief Executive Officer from our founding in May 2008 to July 2024.

Vice Chairman: Robyn Jones

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

President and Chief Executive Officer: Mark Miller

Mr. Miller has been our President since May 2022 and our Chief Executive Officer since July 2024, and has served on GSHD's Board of Directors since March 2018 in Westlake, Texas. From May 2022 to July 2024, he served as our Chief Operating Officer. Before joining us, Mr. Miller was the Chief Financial Officer at Pluralsight in Park City, Utah from April 2020 to April 2022. Before that, Mr. Miller was the Chief Financial Officer for Finastra from May 2019 to April 2020 located in London, United Kingdom.

Chief Financial Officer and Chief Operating Officer: Mark Jones, Jr.

Mr. Jones has been our Chief Financial Officer since September 2022 and our Chief Operating Officer since August 2025 in Westlake, Texas. From August 2020 to September 2022, he served as our Vice President of Finance. From October 2016 to August 2020, Mr. Jones was our Controller. Before

joining us, from August 2015 to October 2016, Mr. Jones worked in Transaction Services for Ernst & Young LLP in Dallas, Texas.

General Counsel and Corporate Secretary: John O'Connor

Mr. O'Connor joined Goosehead as General Counsel in May 2022 in Westlake, Texas. Before joining us, he was General Counsel for MG Realty Investments in Austin, Texas from March 2021 to May 2022. Before that, Mr. O'Connor was a shareholder with Ferguson Braswell Fraser Kubasta, PC in Plano, Texas from March 2020 to March 2021.

Chief Client Experience Officer: Charl Lombard

Mr. Lombard has been our Chief Client Experience Officer since April 2025 in Westlake, Texas. Before joining us, Mr. Lombard was President of AI & Digital Transformation at Info-Tech Research Group in Southlake, Texas from July 2022 to August 2024 and Vice President of Global Head of Product Management & Strategy for Sabre Corporation in Dallas, Texas from October 2019 to July 2022.

Executive Vice President, Chief Technology Officer: Justin Ricketts

Mr. Ricketts has been our Executive Vice President since October 2022 in Westlake, Texas. Before joining us, he was the Chief Product and Development Officer for Sabre Hospitality Solutions in Southlake, Texas from June 2014 to October 2022.

Vice President, Franchise Operations: Daniel Keene

Mr. Keene has been our Vice President since May 2025 in Westlake, Texas. He was previously Director of Strategic Initiatives from September 2024 to May 2025. Before joining us, he was a Director of Portfolio Management and Corporate Development at Ashford Inc. in Dallas, Texas from August 2022 to March 2024 and a Senior Consultant at PwC from November 2020 to August 2022 in Dallas, Texas.

Vice President, Partnerships: Craig Lauck

Mr. Lauck has been our Vice President since February 2023 in Westlake, Texas. Before joining us, he was an Executive of Marketing and Acquisition Strategy for Avant in Fort Worth, Texas and Chicago, Illinois from January 2022 to January 2023. Before that, Mr. Lauck held the position of Vice President for Goldman Sachs in Dallas, Texas from July 2021 to January 2022 and Co-General Manager for QuinStreet in Fort Worth, Texas and Foster City, California from December 2019 to July 2021.

Vice President, Revenue Operations: Dan Jacobs

Mr. Jacobs has been our Vice President since October 2024 in Westlake, Texas and Denver, Colorado. Before joining us, he was the Vice President of Global Revenue Operations for Avalara in Denver, Colorado from March 2023 to September 2024. Before that, Mr. Jacobs was the Head of Business Operations for Xactly in Denver, Colorado from July 2022 to February 2023 and Vice President of Commercial Finance and Sales Operations for Finastra in London, United Kingdom from June 2019 to July 2022.

Vice President, Learning and Development: Ted Olsen

Mr. Olsen has been our Vice President since January 2023 in Westlake, Texas. He was previously Managing Director of Training from January 2020 to January 2023. Mr. Olsen joined us in July 2005

as an Account Executive and served in that capacity until January 2008 when he became Director of Corporate Sales in Westlake, Texas.

Vice President, Talent Acquisition: Julia Jordan

Ms. Jordan has been our Vice President of Talent Acquisition since January 2025 in Westlake, Texas. She previously served as our Managing Director of Talent Acquisition from February 2023 to January 2025 and from January 2020 to January 2022 and as our Managing Director of Marketing from January 2022 to February 2023. Ms. Jordan joined us in 2010 as an Account Executive and served in that capacity until January 2020 when she became Managing Director.

ITEM 3
LITIGATION

Prior Actions

Goosehead Insurance Agency, LLC v. Williams Insurance and Consulting, Inc. (Case No. 4:19-cv-01040-O, N.D. Texas). Williams Insurance and Consulting, Inc. ("Williams Insurance") is a former franchisee of ours. On August 20, 2019, we notified Williams Insurance we were terminating its franchise agreement with us because they were operating a competing insurance business in violation of the franchise agreement. In contravention of the forum selection clause of the franchise agreement, Williams Insurance filed a wrongful termination lawsuit against us in Michigan (captioned Williams Insurance and Consulting, Inc. v. Goosehead Insurance Agency, LLC (Case No. 19-cv-13706, E.D. Michigan)). On December 17, 2019, that case was removed and transferred to the United States District Court for the Northern District of Texas, which was later dismissed. Goosehead also filed its own complaint in the United States District Court Northern District of Texas on the same day (captioned Goosehead Insurance Agency, LLC v. Williams Insurance and Consulting, Inc. et al. (Case No. 4:19-cv-01040-O)). On December 17, 2020, the parties entered into a settlement agreement pursuant to which each party dismissed its claims against the other and we agreed to purchase the Williams Insurance book of business.

Richie Heumann, Inc. v. Goosehead Insurance Agency, LLC (Cause No. 236-357771-24, 236th Dist. Ct., Tarrant County, Texas), filed on September 19, 2024. Richie Heumann, Inc. ("RHI") is a former franchisee of ours. On October 31, 2023, we terminated RHI's franchise agreement with us based on our receipt of credible allegations that RHI's principal, Richard H. Heumann ("Heumann"), engaged in serious unethical practices using an RHI laptop and following RHI's and Heumann's failure and refusal to rebut such credible allegations. RHI filed suit against us for breach of contract, alleging wrongful termination and seeking monetary damages and recovery of its attorney's fees. RHI generally alleged that Goosehead lacked grounds to terminate the franchise agreement. We filed a counterclaim against RHI for breach of the franchise agreement and third-party petition against Heumann for breach of a guarantee, negligence, gross negligence, and tortious interference with contract based on RHI's and Heumann's conduct giving rise to termination of the franchise agreement. The parties executed a

confidential settlement agreement, filed a joint motion to dismiss the lawsuit in February 2026, and an order dismissing the lawsuit with prejudice was signed on February 26, 2026.

Pending Actions

There are no pending litigations requiring disclosure.

Suits to Collect Unpaid Amounts

During our last fiscal year, we initiated 3 lawsuits against former franchisees to collect unpaid fees, royalties, or other amounts due after termination:

Goosehead Insurance Agency, LLC v. A.M.O Enterprise LLC (Case No. D-07-CV-25-017396, Cir. Ct., Anne Arundel County, Maryland; Filed July 1, 2025)

Goosehead Insurance Agency, LLC v. Roveske Frazier and Roveske Frazier Insurance Agency, Inc. (Case No. 2025-0029791-1, County Ct. at Law No. 1, Tarrant County, Texas; Filed July 29, 2025)

Goosehead Insurance Agency, LLC v. Gutschenritter Agency LLC (Case No. JO-2025-LM-015757, Ch. 61 Dist. Ct., Johnson County, Kansas; Filed November 20, 2025)

Other than the 5 cases above, 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 be $50,000, payable in full prior to beginning the initial training program.

Except as noted below, the Initial Franchise Fee is uniformly applied. The Initial Franchise Fee is fully-earned upon receipt and, once you or any of your personnel begins 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.

We offer a discount incentive program for honorably discharged U.S. military veterans who purchase a new Franchised Business. The amount of the discount is 20%. To be eligible, you must have served in a U.S. Armed Forces branch (Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force) and provide certain evidence of services and character of honorable discharge.

If you are a corporate agent already employed by us or our affiliates and you are purchasing a franchise from us as part of a corporate agent launch, you will sign the Corporate Agent Launch Amendment to Franchise Agreement in the form attached as Exhibit J to this Disclosure Document, and you will pay us your Initial Franchise Fee in two installments of $25,000 each, with the first

installment payable prior to opening the Franchised Business and the second installment payable to us on the first anniversary of the Commencement Date of the Franchised Business, but we may waive the second installment where you meet or exceed any applicable performance metric agreed to in your Corporate Agent Launch Amendment to Franchise Agreement. We may, in our sole discretion and upon our prior written approval, waive the first initial franchise fee installment in the amount of $25,000 if you purchase a franchise and launch the Franchised Business outside of the state of Texas.

We offer an additional incentive program if you are purchasing a new Franchise Business and have enrolled in a Master of Business Administration (MBA) program within the five years prior to signing the Franchise Agreement, contingent upon graduating with an MBA (the "MBA Incentive Program"). If you qualify for this incentive, you will sign the MBA Graduate Incentive Amendment to Franchise Agreement in the form attached as Exhibit K to this Disclosure Document, and you will not be required to pay the Initial Franchise Fee prior to beginning the initial training program. Instead, the Initial Franchise Fee payment will be deferred and paid over time through our retention of Net Revenues earned by you on renewal business, until the Initial Franchise Fee has been paid to us in full. The deferred Franchise Fee shall be fully waived if you achieve a minimum of 300 policies in force ("PIF") during your first full year of operation.

Insurance

You must purchase Commercial General Liability Insurance, Cyber Risk 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, and Property Insurance. We reserve the right to require you to procure such policies from providers we designate as part of a System-wide insurance program we implement. If we do not designate such providers, such policy or policies must be written by an insurance company or companies we have approved. Please refer to the Brand Standards Manual for more details on our current insurance requirements. If you purchase some or all of your required insurance through Goosehead, 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 $2,000 to $5,000, depending on the types of insurance coverage you purchase through us and your coverage amounts.

Any fees paid for insurance coverage purchased through us 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 Approved Insurance Products in their initial term and 50% of Gross Revenues on Approved Insurance Products in their renewal terms, subject to the Minimum Royalty	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	$5,000 to $50,000	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	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 (See Note 6)
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.
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

Type of Fee	Amount	Due Date	Remarks
Technology Fee	Currently, $590 for the first user and $420 for each additional user, but subject to increase up to 15% of the then current amount in any calendar year during the initial term of your Franchise Agreement.	Monthly	See Note 11
Lost Future Royalties	The average of the monthly Royalty Fees due for the previous 12 months (or the Minimum Royalty, if greater), multiplied by the lesser of 36 or the number of months remaining in the then-current term of the Franchise Agreement	Upon demand	You must pay this if we terminate the Franchise Agreement as a result of your default.
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
Non-Compliance Fees	$500 to $1,500 per contractual deviation or default.	When billed.	Due if you deviate from any contractual requirement, including any deviation from the Brand Standards Manual. Non-Compliance Fees compensate us for administrative and management costs, not for our damages due to your default. The fee is $500 for the first violation, $1,000 for the first repeat violation, and $1,500 for second and each subsequent repeat violation on one or more consecutive, subsequent visits to your Franchised Business.

Type of Fee	Amount	Due Date	Remarks
Agency Staffing Program Placement Fee	$2,000 to $6,000	At the time a job order request is submitted.	Only due if you choose to participate in the Agency Staffing Program. The fee for Franchisees who have attended the Build Your Business Training is $5,000 for any candidate placed as an Agency Principal or Manager and $2,000 for any other placed candidate. For Franchisees who have not attended the Build Your Business Training, the fee is $6,000 for any candidate that is placed as an Agency Principal or Manager and $3,000 for any other placed candidate.

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 from Approved Carriers. We will receive all Premiums, Policy Fees 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 24 hours of receipt. Beginning on the first day of the first month that you, your Agency Principal, your Manager, or any of your employees begin(s) the initial training program prior to opening the Franchised Business (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 selling new Approved Insurance Products through Approved Carriers pursuant to the Brand Standards Manual.

"**Commission**" means the fees paid to us, by Approved Carriers as a percentage of the Premiums received from the sale or renewal of Approved Insurance Products generated by the Franchised Business.

"**Gross Revenues**" means the amount of Commissions and Agency Fees received, net of reversals of Commissions for insurance policy cancellations or changes, and net of Agency Fee refunds, for the sale of Approved Insurance Products by the Franchised Business; Gross Revenues will not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any Approved Carriers.

"**Minimum Royalty**" means a minimum monthly Royalty Fee payment, beginning six months after the Commencement Date, that differs if you are new to us or if you are purchasing a franchise after being a corporate agent with us or our affiliates.

If you are new to us, the Minimum Royalty, beginning six months after the Commencement Date, is as follows:

Number of Months following the Commencement Date	**Amount of Monthly Minimum Royalty**
Six (6) to Eighteen (18)	Six Hundred Dollars ($600)
Nineteen (19) to Thirty-Six (36)	One Thousand Dollars ($1,000)
Thirty-Seven (37) to Forty-Eight (48)	One Thousand One Hundred Dollars ($1,100)
Forty-Nine (49) to Sixty (60)	One Thousand Two Hundred Dollars ($1,200)
Sixty-One (61) to Seventy-Two (72)	One Thousand Three Hundred Dollars ($1,300)
Seventy-Three (73) to Eighty-Four (84)	One Thousand Four Hundred Dollars ($1,400)
Eighty-Five (85) to Ninety-Six (96)	One Thousand Five Hundred Dollars ($1,500)
Ninety-Seven (97) to One Hundred and Eight (108)	One Thousand Six Hundred Dollars ($1,600)
One Hundred and Nine (109) to One Hundred and Twenty (120)	One Thousand Seven Hundred Dollars ($1,700)
One Hundred and Twenty-One (121) and for the remainder of the term of this Agreement	One Thousand Eight Hundred Dollars ($1,800)

If you are a corporate agent purchasing a franchise from us as part of a corporate agent launch (see Item 5), you will sign the Corporate Agent Launch Amendment to Franchise Agreement in the form attached as Exhibit J to this disclosure document, and the Minimum Royalty, beginning six months after the Commencement Date, is as follows:

Number of Months following the Commencement Date	**Amount of Monthly Minimum Royalty**
Six (6) to Twelve (12)	Two Thousand Four Hundred Dollars ($2,400)
Thirteen (13) to Twenty-Four (24)	Three Thousand Dollars ($3,000)
Twenty-Five (25) to Thirty-Six (36)	Four Thousand Dollars ($4,000)

Thirty-Seven (37) to Forty-Eight (48)	Five Thousand Dollars ($5,000)
Forty-Nine (49) and for the remainder of the term of this Agreement	Six Thousand Dollars ($6,000)

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

"**Premiums**" means fees owed to the Approved Carriers for Approved Insurance Products.

"**Policy Fees**" means fees owed to the Approved Carriers for the sale of Approved Insurance Products.

The "**Royalty Fee**" will be the following amounts: (a) the greater of (i) 20% of Gross Revenues on Approved Insurance Products in their initial term, or (ii) the Minimum Royalty; and (b) 50% of Gross Revenues on Approved Insurance Products in their renewal terms and Approved Insurance Products written for existing clients on the same risk profile within a 90-day period of the cancellation of their existing policy (also known as "**re-writes**"). Approved Insurance Products sold by you in their initial term that are not re-writes are referred to as "**New Business**".

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 the Franchise 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, but we will not increase the Technology Fee by more than 15% of the then current amount in any calendar year during the initial term of your Franchise Agreement. See Note 11 below.

Once a month, the Approved Carriers will send a commission report and Commissions earned by you, to us. On or before the last day of each month, unless the Franchise Agreement has been terminated for any reason, we will pay to you the Net Revenues for all Approved Insurance Products identified in a commission detail report that we receive from the Approved Carriers. 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 Approved 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 an Approved Carrier does not provide us with a commission detail report (and the applicable Commission) by the 20th day of the month, or if an Approved Insurance Product is not identified in the commission detail report we receive, you will not receive the Net Revenues for those Approved Insurance Products until the Approved 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 Approved Insurance Product for which you fail to observe the risk management procedures we prescribe in the Brand Standards Manual, including that you obtain a signed application from the client 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 Approved 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 (but not more than the maximum rate permitted by law, if any such maximum rate applies). 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:

- A System-wide marketing and promotional fund (the "**Brand Fund**"); and/or
- 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 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 $5,000 if the transfer is to another franchisee currently operating within the System with an Agency Principal or 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 is $50,000. This fee is necessary to reimburse us for our reasonable costs and expenses associated with, but not limited to, 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) if we determine, in our sole discretion, that the transfer is 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 (but not more than the maximum rate permitted by law, if any such maximum rate applies) 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 (but not more than the maximum rate permitted by law, if any such maximum rate applies).

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, broker, or supplier, then you must first submit a written request to us asking for our written approval. We have the right to require that our representatives be permitted to inspect and vet the proposed new insurance product, carrier, broker, supplier or service. You (or the carrier, broker, 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 for more information.

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, your Agency Principal, or your Manager cease active management or employment at the Franchised Business, then you must enroll a qualified replacement in our initial training program within 30 days. We may also require that your Agency 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). You may also incur additional training costs if you later open a branch location under our Branch Location Amendment to Franchise Agreement. See Item 12 and Exhibit L.

10. You must purchase Commercial General Liability Insurance, Cyber Risk 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, and Property Insurance. You may purchase some or all of these through us or from any approved carrier. We may require you to obtain additional insurance in the future. Please refer to the Brand Standards Manual for more details on our current insurance requirements. You are not required to buy any of these types of insurance through us, 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. Subject to changes imposed by the insurance carrier or the insurance marketplace generally, the premium charged for the required E&O insurance if purchased through us will not increase by more than 25% in any single year. 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 $590 for the first user and $420 for each additional user. We currently use the Technology Fee in part to reimburse us for our costs in permitting you to use the "Salesforce.com" customized software, Goosehead's proprietary comparative rater, and/or other comparative rater software that we require, Microsoft Office, 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. We have the right to adjust the amount of the Technology Fee to account for our increased or decreased costs, separate from the Index, but we will not increase the Technology Fee by more than 15% of the then current amount in any calendar year during the initial term of your Franchise Agreement. 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 approval. Any proposed relocation will be subject to our review and approval of the proposed new location 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)	$50,000	$50,000	Lump Sum	Before attending training	Us
Lease, Improvements, Furniture, Fixtures, Utilities (Note 2)	$0	$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)	$0	$2,500	As arranged	Before opening	Us, Vendors
Office Equipment and Startup Supplies (Note 5)	$5,000	$8,000	As arranged	Before opening, 1st 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	$10,000	As arranged	Before opening	Vendors

Expenditure Type	Amount-Low	Amount-High	Method of Payment	When Due	To Whom Payment is to be made
Additional Funds – 3 months (Note 10)	$6,000	$20,000	As arranged	As incurred	Employees, Vendors, Suppliers
TOTALS	**$66,000**	**$111,500**			

Notes:

1. The Initial Franchise Fee will be $50,000. The Initial Franchise Fee is fully-earned upon receipt and, once you or any of your personnel begins the initial training program, the Initial Franchise Fee becomes non-refundable. See Item 5 for more information regarding the Initial Franchise Fee payable if you are a corporate agent, MBA graduate or a veteran.

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 provided. 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 meet our current software specifications and have a secure, continuous connection to the Internet. We will make our software specifications available to you upon request. 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 $590 for the first user and $420 for each additional user, to use the "Salesforce.com" customized software, the proprietary comparative rater software, Microsoft Office, 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 the Franchised Business opens, or after the 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), 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), and Cyber Risk Insurance (a/k/a data theft and cybersecurity) with limits of liability not less than $1,000,000.

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; and Property Insurance.

You may choose to obtain some or all of the required insurance policies through us, but you are not required to obtain any through us. From time to time we may expand the insurance requirements and your coverage amounts. Please refer to the Brand Standards 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 Agency Principal, 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, whether you participate in our MBA Incentive Program and other similar factors. The low level of the cost applies if you do not have to travel for training. The high level of cost applies if you are approved to participate in our MBA Incentive Program since you will have an additional two-week training program and may incur additional related travel and living expenses. If you are eligible for the APEX Program, the first week of initial training is virtual and so you will not likely have any training costs, but the second week is generally on-site with us. In either situation, you may incur additional costs if you elect to travel to us to attend any training that is otherwise generally provided virtually.

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 employees') 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.

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. 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 Approved Carriers

You may only offer for sale insurance products and services that conform to our specifications and quality standards (**"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 only sell the Approved Insurance Products through the Approved Carriers that we designate. We may modify the list of Approved Insurance Products and/or Approved Carriers in the Brand Standards 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. The Approved Carriers will set the premium price for each Approved Insurance Product, and we will set the amount of Agency Fees that may be charged. 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. We may, at our sole discretion, revoke your appointment with an Approved Carrier if you are in default under the terms of your Franchise Agreement or any other contract between you (and/or your affiliates) and us (and/or our affiliates).

You may not offer for sale any insurance products or services that we have prohibited you from selling ("**Prohibited Insurance Products**"). Prohibited Insurance Products include 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. Prohibited Insurance Products also include the purchase of group of insurance policies from a third party or insurance carriers and brokers. We may periodically provide you with a list of, and/or 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 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 to us a written request asking for our approval to do so. You may not sell insurance products or services from an unapproved insurance carrier or broker or from any 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 fee (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 may also require that the proposed new insurance carrier or broker comply with certain other requirements that we deem appropriate. We reserve the right 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 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 available to you. 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 Brand Standards Manual.

As discussed in Item 6 and Item 7, you are required to obtain specific types of insurance for the Franchised Business at minimum limits of coverage. You may obtain these types of insurance through us. If you elect to purchase any of these types of insurance through us, 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, use 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"**). 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 Brand Standards 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.

We are not required to approve your appointment with commercial insurance carriers, and such appointments will be at our discretion. Before being considered for an appointment with a commercial insurance carrier, you must complete additional training and meet certain criteria as set out in the Brand Standards Manual. Additionally, if we approve your appointment with a commercial insurance carrier, then you will be required to purchase additional professional liability insurance with certain minimum limits as set out in the Brand Standards Manual.

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 Service, you must first 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 fee (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 twelve weeks after receipt of the request and the accompanying information. We may also require that the proposed new supplier, manufacturer, or broker comply with certain other requirements that we may deem appropriate. We reserve the right to periodically re-inspect or re-analyze any Approved Products and Services or Approved Suppliers, and to revoke our approval if the non-insurance product or service or the supplier, manufacturer and broker does not continue to meet our then-current criteria or standards. We do not generally make our criteria for approval of non-insurance products or services or suppliers, manufacturers, or brokers available to you, but we may elect to do so if you ask. 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. We may revoke our approval of a non-insurance 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 Brand Standards Manual.

You must use the customized software and the comparative rater software that we periodically require, as described in Item 11.

We received no revenues on account of required franchisee purchases of products or services in the last fiscal year, which means we derived 0% of our total revenues from required franchisee purchases of products or services during our fiscal year 2025.

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 non-insurance 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 System, but we may elect to establish them.

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

Insurance Coverage

Under the Franchise Agreement, you must obtain and maintain the following insurance:

- comprehensive general liability insurance protecting against any and all claims for personal, bodily and/or property injury occurring in or about the Franchised Business, with minimum limits of $1,000,000 combined single limit per occurrence and $1,000,000 general aggregate.

- professional indemnity insurance providing coverage for loss or damage arising out of an act or omission by you or your employees, with a minimum of $1,000,000 of coverage for every $10,000,000 of annual written premium by the Franchised Business with a floor of $1,000,000 of coverage and a maximum deductible of $15,000 allowed.

- data theft and cybersecurity (a/k/a cyber risk) coverage with limits of liability not less than $1,000,000.

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

- business automobile liability insurance with liability of not less than $1,000,000 combined single limit for both bodily injury and property damage.

- statutory workers' compensation insurance and employer's liability insurance for a minimum limit equal to at least the greater of $100,000 or the amounts required by your umbrella carrier.

- commercial umbrella liability insurance with limits which bring the total of all primary underlying coverages (commercial general liability, comprehensive automobile liability, and worker's compensation insurance and employer's liability insurance) to not less than $2,000,000 total limit of liability.

- 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 that values property (real and personal) on a new replacement cost basis without deduction for depreciation and the amount of insurance shall 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 other insurance coverage that is required by the Brand Standards Manual or federal, state, or municipal law.

Each insurance policy required under the Franchise Agreement must be primary and noncontributory. We reserve the right to require you to procure such policies from provider(s) we designate as part of a System-wide insurance program we implement. If we do not designate such provider(s), such policies must be written by an insurance company or companies we approve, who must have 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 must be licensed to do business in the Approved State. All liability and property damage policies must name us as additional insureds and must provide that each policy cannot be cancelled unless we are given thirty days' prior written notice. We may periodically increase required coverage limits or require additional or different coverage to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances. You must deliver to us (and in the future maintain on file with us) valid and current certificates of insurance showing that all required insurance is in full force and effect.

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. Location selection and acquisition/lease	§§ 1.2 and 5 of Franchise Agreement	11
b. Pre-opening purchases	§ 5 of Franchise Agreement	5, 7, and 8
c. Location development and other pre-opening requirements	§§ 3.2, 5.3, and 5.4 of Franchise Agreement	11
d. Initial and ongoing training	§§ 3.1 and 6 of Franchise Agreement	11
e. Opening	§§ 3.3, 3.7, 5.1, 5.6 and 8.2 of Franchise Agreement	11
f. Fees	§§ 4, 7.6.3, 13.1 and 16.5.9 of Franchise Agreement	5, 6, and 7
g. Compliance with standards and policies/operating manual	§§ 1.4, 3.4, 5, 7, 8.4, and 10 of Franchise Agreement	8, 11, and 14
h. Trademarks and proprietary information	§§ 1.1 and 9 of Franchise Agreement	13 and 14
i. Restrictions on products/services offered	§§ 7 and 8.4.1 of Franchise Agreement	5, 8, and 16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	§ 1.3 of Franchise Agreement	12
l. Ongoing product/service purchases	§ 7 of Franchise Agreement	8
m. Maintenance, appearance, and remodeling requirements	§§ 5 and 8.8 of Franchise Agreement	8
n. Insurance	§ 15 of Franchise Agreement	6, 7, and 8
o. Advertising	§§ 3.5, 3.6 and 13 of Franchise Agreement	6 and 11
p. Indemnification	§ 21.4 and Ex. A of Franchise Agreement	Not applicable
q. Owner's participation/management/ staffing	§§ 6.1 and 8.3 of Franchise Agreement	15
r. Records and reports	§§ 4.3, 12 and 15.8 of Franchise Agreement	6
s. Inspection and audits	§§ 3.7, 8.11 and 12 of Franchise Agreement	6 and 11
t. Transfer	§§ 8.10 and 16 of Franchise Agreement	17
u. Renewal	§ 2.2 of Franchise Agreement	17
v. Post-termination obligations	§§ 11.1.1, 12.1.2, 18,19, and 21.4 of Franchise Agreement	17

Obligation	Section in agreement	Disclosure Document Item
w. Non-competition covenants	§ 19 of Franchise Agreement	17
x. Dispute resolution	§ 27 of Franchise Agreement	17
y. Taxes/permits	§§ 5.4, 5.5 and 20 of Franchise Agreement	1
z. Other: Guarantee of franchisee obligations	§ 6.1.1, Ex. A and Ex. E of Franchise Agreement	15

ITEM 10
FINANCING

MBA Launch Fund Promissory Note

If you participate in the MBA Incentive Program described in Item 5, we may also offer you the opportunity to participate in the MBA Launch Fund. As part of the MBA Launch Fund, we will loan to you the lump sum amount of $20,000 after you complete our initial MBA training program and prior to the separate two-week onsite MBA training program described in Item 11.

If you accept the $20,000 loan (the "Launch Loan"), you will not initially pay any principal or interest on the Launch Loan and we will forgive the Launch Loan in full on the first anniversary of the opening date of your Goosehead Business (the "Loan Forgiveness Date") unless (1) you have failed to successfully complete all required Goosehead training our satisfaction prior to such Loan Forgiveness Date, (2) you have abandoned your Goosehead Business or your Franchise Agreement was otherwise terminated for cause prior to such Loan Forgiveness Date, or (3) you have been notified that you are in material breach of your Franchise Agreement and such material breach remains uncured as of such Loan Forgiveness Date (each a "**Launch Loan Breach**"). The form of MBA Launch Fund Promissory Note is attached to this Disclosure Document as Exhibit M.

If you commit a Launch Loan Breach, you must pay back the Launch Loan amount in full within 15 days of the Launch Loan Breach, and failing such repayment in full, the remaining principal amount of the Launch Loan will accrue interest in the amount of 1.5% per month (or the maximum rate per month) until paid in full.

The MBA Launch Fund Promissory Note contains the following terms:

MBA Launch Fund Promissory Note					
Interest Rate	Annual Percentage Rate (APR)	Term	Closing Costs	Documen-tation Fees	Security Interest/ Collateral
0%*	0%	12 months	None	None	None
* However, if any scheduled payment under the MBA Launch Fund Promissory Note is not paid when due, then in addition to the principal payment you must also pay interest in the amount of 1.5% per month (or the maximum rate per month).					

The lender under the MBA Launch Fund Promissory Note, as noted above, will either be us or our affiliate. The lender under the MBA Launch Fund 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 MBA Launch Fund 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 MBA Launch Fund Promissory Note. If you are a legal entity,

then each of your Owners must personally guarantee the MBA Launch Fund Promissory Note. The MBA Launch Fund Promissory Note may be pre-paid without prepayment penalty.

If you commit a Launch Loan Breach under the MBA Launch Fund Promissory Note, the lender (us or our affiliate) may declare the entire unpaid principal balance on the MBA Launch Fund Promissory Note due within 15 days of such Launch Loan Breach, with or without additional notice to you, and then you must pay that amount on or before the 15th day following the Launch Loan Breach. The lender may hire or pay someone else to help collect on the MBA Launch Fund 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 MBA Launch Fund Promissory Note may lead to the termination of the Franchise Agreement.

The lender, under the MBA Launch Fund Promissory Note, can assign the MBA Launch Fund 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 MBA Launch Fund Promissory Note. We and our affiliates do not receive direct or indirect payments for placement of financing under the MBA Launch Fund Promissory Note.

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

You should carefully review all of the terms of the MBA Launch Fund 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 the 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 Agency 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 Brand Standards 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, your Agency Principal, 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 brand standards manual (the "**Brand Standards 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).* You will agree in your Franchise Agreement that we are not joint employers of your employees and other personnel. We do not and will not share or codetermine any of your employees' essential terms and conditions of employment. More specifically, in no case do we have any authority to determine or set your employees': (1) wages, benefits, and other compensation; (2) hours of work and scheduling; (3) the assignment of duties to be performed; (4) the supervision of the performance of duties; (5) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) the tenure of employment, including hiring and discharge; and/or (7) working conditions related to the safety and health of employees. You alone have sole authority to determine any or all your employees' essential terms and conditions of employment.

Continuing Obligations

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

During the operation of the 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 the 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) Before the last day of each month, we will provide you with a detailed report of Commissions and Agency Fees received on your behalf for insurance policies and/or services sold in the preceding calendar months. In order to provide you with this report, we must receive a commission detail report from Approved Carriers and Approved Suppliers by the 20th day of the month, for policies or services you sold during the preceding month. The report will only include Commissions and Agency Fees related

to insurance policies or services properly recorded in our agency management system as prescribed in the Brand Standards Manual. *(Franchise Agreement, Section 3.9)*

(6) We will maintain a service center, staffed by licensed insurance agents, for the purpose of providing centralized client 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 Brand Standards 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.

Location Selection

At least 60 days before you begin the initial training program, you must acquire or lease/sublease, at your own expense, real estate that is properly zoned for the use of the Franchised Business that is located within the state that we have approved in writing (the "**Approved State**"). The location you select within the Approved State will become the Approved Location after we have given you our written approval through an "**Approved Location Amendment**" signed by you and us for that location 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.

We will provide you with our location guidelines, as available, including our minimum standards for a location for the Franchised Business, and such location 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.

Upon our request, you must submit to us, in the form we specify, a copy of the location 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 location. We will have 30 days following receipt of this information and materials from you to approve or disapprove the proposed location for the Franchised Business. If we do not approve a proposed location by written notice to you within this 30-day period, then the location will be deemed disapproved.

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

Failure to acquire or lease a location for the Franchised Business within 60 days before beginning training constitutes a default under the Franchise Agreement, which may result in the termination of your Franchise Agreement.

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

We require you to open the Franchised Business within 12 months from the date you sign the Franchise Agreement. We also require that you, your Agency Principal and/or your Manager, enroll in the initial training program no more than six months after you enter into the Franchise Agreement, and complete the initial training program before you open. The average time between signing the Franchise Agreement and opening during the last fiscal year was approximately two 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

You must have an individual Owner serve as your "**Agency Principal**." The Agency 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. If the Agency 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 the Franchised Business, you, your Agency Principal, or your Manager must attend and successfully complete, to our satisfaction, the initial training program (which may include an online component) we offer for Goosehead Businesses 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 Agency Principal or Manager who has successfully completed (to our satisfaction) our training program.

In addition, as part of your initial training program, within 24 weeks of opening the Franchised Business, you, your Agency Principal and all of your Producers must attend and satisfactorily complete our then current Sales College program, which is comprised of online work, group workshops and in-person marketing visits. Any failure by you, your Agency Principal or your Manager to successfully complete our Sales College program is considered failure to complete your initial training obligations, and each Producer (defined below) must also successfully complete our Sales College program in order to continue to offer and sell insurance for the Franchised Business or access our database or systems.

Finally, all of your Producers must also attend and complete to our satisfaction, our Producer training program in order to continue to sell insurance for the Franchised Business or access our database or systems.

The APEX Program offers an optional alternative training pathway designed for agencies that have internal resources to deliver hands-on application training and guided practice. The program combines required full attendance during Week 1 of virtual training with a flexible, self-paced Sales College experience, including assigned eModules, on-demand Flight Simulators, and no live instruction or tracked assignments. Producers may progress through the curriculum at an accelerated pace, provided all digital modules are completed by the end of Month 3, and no policy issuance minimum is enforced. All Producers within an agency must follow the same training path, ensuring consistency in training approach.

If you, your Agency 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 their full time employment and/or management responsibilities. The replacement

must attend and successfully complete the initial 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 Agency Principal, Managers, and employees 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 Agency 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 (including the Sales College training) are described below.

TRAINING PROGRAM

Initial Training

Subjects Taught	Hours of Classroom Training	Hours of On-the-Job Training	Location
Systems Training (Salesforce, Comparative Raters)	16	17	Westlake, Texas and your location
Insurance Products & Carriers	15	7	Westlake, Texas and your location
Sales	20	40	Westlake, Texas and your location
Risk Management & Quality Control	5	1	Westlake, Texas and your location
Customer Service	4	2	Westlake, Texas and your location
Business Administration	2	1	Westlake, Texas and your location
Marketing	13	10	Westlake, Texas and your location
Time Management & Efficiency	5	2	Westlake, Texas and your location
Totals	80	80	

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 Agency Principal, 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 the 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 the Approved Location or a location near the Approved Location. You or your employees may be required to pay a fee for additional training, and you will be responsible for your travel expenses to attend additional training.

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

All training will be conducted under the supervision of our Vice President of Learning and Development. Our current Vice President of Learning and Development, Mr. Olsen, is identified in Item 2 above, and has over 20 years' experience working for Goosehead and with the subjects taught. Additionally, we have training facilitators, each of whom have at least one year of experience with the subjects taught, who will assist with training under the supervision of our Vice President of Learning and Development.

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

If you are participating in the MBA Incentive Program, you will be required to attend an additional two-week development program training that will be held virtually. Immediately following completion of the development program training, you shall attend the two-week, on-site initial training. Attendance at both trainings is mandatory and a condition of participation in the MBA Incentive Program. You will be responsible for all travel, lodging, meals, and other personal expenses, including accommodations, incurred in connection with attendance at the development program training and the two-week, on-site initial training, as noted in Item 7.

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 the 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 the 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 area. 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 the Franchised Business, then when you open the Franchised Business, you must immediately join that Regional Fund. If a Regional Fund for your area is established after you begin to operate the Franchised Business, then you will have 30 days to join such 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 designate. Any governing documents prepared for a Regional Fund to which you belong will be made available for your review. A majority of the Goosehead Businesses in a Regional Fund may vote to increase the amount of each Goosehead Business's contribution to a Regional Fund by up to 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.

(b) Regional Funds 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.

(c) Regional Funds may not use marketing, advertising, promotional plans, or materials without our prior written approval.

(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 a Regional Fund.

(e) Although 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.

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 15 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 and promotion**" 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 and sales promotion 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; and/or (b) charitable, political, or other contributions or donations.

Online Sites 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 used by or to operate the Franchised Business; (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 client 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.

Currently, the Required Software includes use of the "Salesforce.com" and comparative rater software that 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 proprietary 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 $590 for the first user and $420 for each additional user, to use the "Salesforce.com" customized software, the comparative rater software, e-mail accounts, Microsoft 365, 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 the 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 the Franchised Business.

You must afford us unimpeded independent access to your Computer System in the manner, form, and at the times we may reasonably 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 of the Franchised Business. We may designate, and own, the telephone numbers of the 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 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, but not limited to, the Internet, World Wide Web, webpages, microsites, social media and 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 such 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 Brand Standards Manual 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 Brand Standards Manual is attached as Exhibit G-1. The total number of pages in the Brand Standards Manual is 54 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 prior written consent through an Approved Location Amendment signed by you and us for that location and you have obtained the right to occupy the premises. Any proposed relocation will be subject to our review and approval of the proposed new location under our then-current standards for location

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. Our consent to a relocation of the Franchised Business is conditioned, among other things, on amending the terms of the Franchise Agreement, as necessary, to conform to the contractual provisions contained in the form of franchise agreement we are offering to new franchisees under the System at the time you request relocation of the Franchised Business. See Item 11 for a more detailed description concerning the Approved Location and location 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 Brand Standards Manual; and (b) to clients of the Franchised Business. Unless you become licensed in another state and receive prior written approval from us to sell insurance policies or services in that state, you may only sell Approved Insurance Products to clients located within the Approved State.

We operate a business under the Goosehead Insurance name and the Proprietary Marks that sells goods or services similar to those that you will offer and we have the right to solicit and sell similar products anywhere and through any channel of distribution. In 2026, we began rolling out our Digital Agent 2.0 platform in select markets, which is an insurance purchasing experience for clients with end-to-end binding capability. If we solicit or sell products near the Approved Location through any means, including but not limited to our Digital Agent 2.0 platform, we are not 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. However, after you have successfully built up your Franchised Business from your Approved Location to our minimum standards, we may permit you to open a branch location to be operated as part of your Franchised Business and under your existing Franchise Agreement. Your branch location must generally be located within the same state as your Approved Location. We do not charge you any initial fees to open a branch location, but you may be responsible for additional training fees if your proposed Agency Principal or Manager for the branch location has not completed our training program. You must sign our Branch Location Amendment to Franchise Agreement (see Exhibit L to this Disclosure Document) and you must develop and operate the branch location in accordance with the Franchise Agreement and the Brand Standards Manual. Your Branch Location Amendment to Franchise Agreement will share the same term as your Franchise Agreement and they will be cross-defaulted. We have signed 34 Branch Location Amendment to Franchise Agreements as of the date of this Disclosure Document.

We reserve all rights not specifically granted to you.

Performance Standards

Once you begin operating the Franchised Business, we have the right to identify and implement quantitative operational performance standards (for example, the number of insurance policies sold 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% in New Business production of all franchised Goosehead Businesses operating under the System and/or in the geographic region, as defined in the Brand Standards Manual, of the Approved Location (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 Franchise Agreement 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.

Growth Expectations

In addition to the Performance Standards, you must also meet certain expectations regarding the continued growth of the Franchised Business (the "**Growth Expectations**"). The Growth Expectations for the Franchised Business will be set out in the Brand Standards Manual, and will not exceed 10% in New Business growth each year. You must meet or exceed the Growth Expectations during each year of the term of the Franchise Agreement. If you fail to meet or exceed the Growth Expectations in any trailing 12 month period, then you will be in default of the Franchise Agreement. Following your receipt of a notice of default, you will have 90 days to meet or exceed the Growth Expectations for the Franchised Business. If you receive two notices of default for failure to meet or exceed the Growth Expectations in any given year, we may elect to terminate the Franchise Agreement

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 the 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 and at our discretion, 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

We own all rights to three non-provisional U.S. Patent applications: (1) number 18/232,802 entitled “Client Facing Quoting Application”, filed on August 10, 2023, (2) number 18/232,803 entitled “Agent Facing Quoting Application”, filed on August 10, 2023, and (3) number 18/597,672 entitled “Quote-to-Issue Digital Transaction System”, filed on March 6, 2024, all of which were submitted to the United States Patent and Trademark Office. These patent applications relate generally to provisioning insurance quotes and digital agents.

We claim common law copyrights in the Brand Standards 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 Brand Standards 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 the 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. You must designate, in writing, 1 individual as your authorized representative for all communications with us relating to the Franchised Business, who must be an Owner, Agency Principal, or an individual approved in writing by us in our sole discretion, which may be conditioned, limited, revoked, or modified at any time (the "**Authorized Representative**"). The Authorized Representative must have full authority to receive notices, provide information, make decisions, and bind you in all matters arising under the Franchise Agreement, and we may rely exclusively on communications with the Authorized Representative, which shall constitute notice to, and communication with, you. 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.

Subject to our prior written approval, you may engage in remote administrative work and/or utilize remote administrative employees in connection with the operation of the Franchised Business. Any such approval shall be in our sole discretion and may be conditioned, limited, revoked, or modified at any time.

We may require that you or others sign other agreements with us, like a Mutual Non-Disclosure Agreement (see Exhibit G-2 to this 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 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 Disclosure Document.

Confidentiality Agreement. We will require that certain people (including your Manager and employees) involved in the 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 the Franchised Business.

In-Term Covenant Not To Compete. We will require that certain people (including your Manager and Producers) involved in the Franchised Business execute the In-Term Covenant Not To Compete, under which they will agree that, during the term of their involvement with the Franchised Business, they will not compete with us or any of our franchisees or solicit any clients, prospective clients, 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 the 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 the Franchised Business, they will not compete with us or any of our franchisees within a 25 mile radius of the Approved Location or solicit any clients, prospective clients, 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. In certain circumstances, we may require your spouse to sign the Guarantee, Indemnification and Acknowledgement.

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 Brand Standards 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

These tables list certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document

Franchise Agreement

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	10 years.
b. Renewal or extension	Section 2.2	You may renew for two ten-year renewal terms, if you meet our conditions.

Provision	Section in Franchise Agreement	Summary
c. Requirement for franchisee to renew or extend	Section 2.2	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	Section 17.8	You may, prior to you or any of your employees beginning the initial training program, elect to terminate the Franchise Agreement upon written notice to us. If you elect to terminate the Franchise Agreement, then you must enter into a termination agreement with us, which will include a mutual release (excluding your confidentiality obligations under Section 11) of all claims against us. (Subject to applicable state law.)
e. Termination by franchisor without cause	Not Applicable	No provision.
f. Termination by franchisor with cause	Section 17	We can terminate your Franchise Agreement if you are in default.
g. "Cause" defined – curable defaults	Section 17.3	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	Bankruptcy, abandonment, conviction of felony, failure to meet Performance Standards or Growth Expectations, 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 termination/non-renewal	Section 18	Stop representing yourself as a franchisee, stop using our Proprietary Marks, pay all 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	We may transfer the Franchise Agreement to any person or legal entity.
k. "Transfer" by franchisee – defined	Sections 16.4.1-16.4.4	Includes transfer of any interest.
l. Franchisor approval of transfer by franchisee	Section 16.4	We must approve transfers.

Provision	Section in Franchise Agreement	Summary
m. Conditions on approval of transfer	Section 16.5	Release, renovate and modernize the Franchised Business, pay transfer fee, and others, including our consent to transfer deal terms; see Sections 16.6.1 – 16.6.11 of the Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.6	We can match any offer.
o. Franchisor's option to purchase franchisee's business	Sections 16.7.3, 18.4 and 18.5	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 16.7	The franchise must be transferred within 6 months of your death or incapacity to a third party we have approved.
q. Non-competition covenants during the term of the franchise	Sections 19.2-19.6	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 - 19.6.
r. Non-competition covenants after the franchise is terminated or expires	Sections 19.2-19.6	Includes a two-year prohibition similar to "q" (above), within 25 miles of the Approved Location.
s. Modification of the agreement	Section 25	No modifications generally, but the Brand Standards Manual is subject to change.
t. Integration/merger clause	Section 25	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this 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

Provision	Section in Franchise Agreement	Summary
		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 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, Westlake, 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 Goosehead Businesses.

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 franchisee and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in this 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 for our franchisees and Goosehead that operated between January 1, 2023 and December 31, 2025. A "producer" for the purposes of this Item 19 is an individual who works for a franchisee as an agent or for Goosehead as a corporate sales employee and has devoted full-time efforts to a production role during this time frame. A "franchise producer" is a producer for a franchised business, and a "corporate producer" is a producer who works as an employee of Goosehead. Except as identified below, all franchisees and corporate producers that were in operation for at least one full year during this time frame, are included. Four types of information are provided below, the average new business gross revenues per producer, the average renewal gross revenues per producer, the value of new business premiums generated per producer, and the value of renewal 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).

AVERAGE NEW BUSINESS GROSS REVENUE PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$81,277.67	$91,423.88	$90,016.05
Southeast	$55,841.12	$79,010.08	$86,793.54
Mid Atlantic	$56,919.49	$76,659.65	$85,518.61
Midwest	$49,386.41	$72,186.86	$83,136.67
Mountain	$58,140.00	$83,129.02	$94,488.37
Northeast	$41,900.41	$60,112.91	$69,197.65
West	$51,344.43	$82,269.22	$87,898.94

AVERAGE OF TOP 25% NEW BUSINESS GROSS REVENUE PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$140,825.90	$170,911.34	$182,910.00
Southeast	$111,352.36	$163,315.71	$162,128.18
Mid Atlantic	$117,430.13	$156,985.63	$168,420.50
Midwest	$147,961.14	$199,491.00	$181,160.95
Mountain	$134,513.53	$158,445.14	$202,826.00
Northeast	$122,560.67	$146,832.60	$140,427.30
West	$102,692.75	$164,124.00	$164,308.57

AVERAGE OF BOTTOM 25% NEW BUSINESS GROSS REVENUE PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$14,013.05	$14,947.05	$26,459.68
Southeast	$15,407.07	$16,986.95	$27,001.16
Mid Atlantic	$15,483.33	$21,153.09	$30,682.82
Midwest	$13,593.71	$17,405.24	$26,412.85
Mountain	$15,439.42	$24,068.75	$21,298.00
Northeast	$16,049.24	$23,543.38	$23,402.87
West	$16,348.87	$16,798.13	$26,870.50

NEW BUSINESS GROSS REVENUE PER CORPORATE PRODUCER

	Year 1	Year 2	Year 3
Average	$97,455.42	$163,940.67	$155,782.66
Top 25%	$153,302.16	$229,036.18	$227,284.50

Bottom 25%	$58,700.82	$109,463.76	$76,341.85

AVERAGE NEW BUSINESS PREMIUM PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$441,693.34	$502,532.97	$496,513.34
Southeast	$432,112.11	$606,704.41	$665,131.61
Mid Atlantic	$348,257.82	$446,364.17	$498.157.71
Midwest	$272,591.12	$403,079.96	$463,303.79
Mountain	$338,579.17	$500,268.42	$558,884.16
Northeast	$280,894.56	$401,113.51	$457,809.89
West	$403,773.72	$606,626.90	$670,510.78

AVERAGE OF TOP 25% NEW BUSINESS PREMIUM PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$841,949.78	$992,894.86	$1,040,762.06
Southeast	$754,093.41	$1,130,047.78	$1,114,509.07
Mid Atlantic	$696,900.57	$901,586.83	$987,983.13
Midwest	$803,727.17	$1,282,445.09	$1,110,892.00
Mountain	$888,853.31	$1,010,653.25	$1,154,870.22
Northeast	$800,071.00	$957,097.00	$990,098.50
West	$792,082.50	$1,150,584.93	$1,281,479.31

AVERAGE OF BOTTOM 25% NEW BUSINESS PREMIUM PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$88,706.33	$97,962.87	$151,438.26
Southeast	$108,210.00	$101,267.71	$178,303.28
Mid Atlantic	$90,798.46	$136,906.44	$177,075.26
Midwest	$89,051.20	$107,941.68	$164,036.07
Mountain	$104,025.92	$143,823.50	$139,666.00
Northeast	$98,518.86	$133,896.23	$139,856.07
West	$100,760.33	$65,674.83	$167,781.67

NEW BUSINESS PREMIUM PER CORPORATE PRODUCER

	Year 1	Year 2	Year 3
Average	$496,029.24	$854,612.18	$790,162.58
Top 25%	$804,759.27	$1,234,820.36	$1,164,097.86
Bottom 25%	$282,615.32	$548,267.10	$385,286.62

AVERAGE RENEWAL GROSS REVENUE PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$15,721.41	$27,961.74	$48,750.90
Southeast	$7,355.34	$27,621.41	$53,815.74
Mid Atlantic	$6,989.08	$27,878.91	$37,755.76
Midwest	$7,946.96	$19,499.58	$32,491.26
Mountain	$7,269.96	$19,498.96	$58,423.33
Northeast	$11,205.16	$18,819.65	$35,441.13
West	$6,620.03	$16,843.22	$44,104.58

AVERAGE OF TOP 25% RENEWAL GROSS REVENUE PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$30,211.60	$64,829.28	$103,926.17
Southeast	$21,463.89	$57,993.71	$118,481.56
Mid Atlantic	$16,123.04	$63,190.22	$110,509.42
Midwest	$16,992.93	$49,288.81	$84,790.06
Mountain	$18,348.99	$59,380.62	$96,811.21
Northeast	$33,761.42	$46,251.36	$82,582.52
West	$24,233.77	$47,578.71	$125,496.89

AVERAGE OF BOTTOM 25% RENEWAL GROSS REVENUE PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$1,439.88	$2,768.23	$4,593.84
Southeast	$1,812.35	$2,554.02	$4,373.74
Mid Atlantic	$1,810.11	$2,288.84	$5,371.55
Midwest	$1,642.49	$2,983.69	$4,569.40
Mountain	$2,044.35	$2,366.53	$5,887.92
Northeast	$1,918.04	$3,193.18	$5,161.75
West	$2,079.66	$2,732.79	$4,170.99

RENEWAL GROSS REVENUE PER CORPORATE PRODUCER

	Year 1	Year 2	Year 3
Average	$17,366.06	$26,988.45	$47,313.75
Top 25%	$37,540.54	$75,992.62	$119,879.03
Bottom 25%	$2,560.22	$650.27	$584.91

AVERAGE RENEWAL PREMIUM PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$120,960.89	$226,086.82	$393,563.32
Southeast	$65,215.55	$248,424.38	$476,315.50
Mid Atlantic	$57,635.97	$224,180.94	$305,077.47
Midwest	$62,181.68	$153,043.56	$255,491.63
Mountain	$59,423.84	$156,112.32	$456,503.18
Northeast	$88,630.81	$150,929.61	$286,214.04
West	$59,604.52	$155,225.89	$389,715.68

AVERAGE OF TOP 25% RENEWAL PREMIUM PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$231,111.14	$505,165.10	$846,631.07
Southeast	$178,110.71	$528,107.80	$1,007,792.78
Mid Atlantic	$128,887.11	$492,393.46	$942,178.19
Midwest	$131,804.43	$436,462.95	$686,081.66
Mountain	$155,039.98	$474,324.70	$777,571.65
Northeast	$297,882.34	$364,195.66	$641,999.21
West	$197,949.50	$463,317.21	$1,072,207.24

AVERAGE OF BOTTOM 25% RENEWAL PREMIUM PER FRANCHISE PRODUCER

Region	Year 1	Year 2	Year 3
Texas	$11,989.68	$22,003.23	$36,589.20
Southeast	$15,453.86	$23,171.18	$37,198.91
Mid Atlantic	$15,976.26	$18,943.72	$45,044.80
Midwest	$14,235.59	$25,061.76	$36,507.65
Mountain	$17,062.04	$17,069.33	$44,511.12
Northeast	$16,938.59	$22,270.87	$47,977.88
West	$18,122.47	$26,117.77	$26,716.66

RENEWAL PREMIUM PER CORPORATE PRODUCER

	Year 1	Year 2	Year 3
Average	$134,578.00	$214,600.95	$375,056.80
Top 25%	$282,354.49	$601,808.55	$947,434.34
Bottom 25%	$21,190.98	$5,247.38	$4,323.62

Notes to charts:

1. “New Business Gross Revenues” means the amount of New Business Commissions and Agency Fees, net of reversals of New Business Commissions for insurance policy cancellations or changes, and net of Agency Fee refunds, for the sale of Approved Insurance Products by the Franchised Business. “New Business Commissions” means the fees paid to us, by Approved Carriers as a percentage of the Premiums received from the sale of Approved Insurance Products generated by the Franchised Business, and does not include fees paid to us as a percentage of the Premiums received from the renewal of Approval Insurance Products generated by the Franchised Business. New Business Gross Revenues do not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any Approved Carrier. The New Business Gross Revenues noted in this Item 19 are the total New Business Gross Revenues paid, on a cash basis, by our carriers to us and recognized between January 1, 2023 and December 31, 2025.

2. “New Business Premium” means fees owed to the Approved Carriers for Approved Insurance Products, and does not include any fees owed to the Approved Carriers for the renewal of Approved Insurance Products. The New Business Premiums noted in this Item 19 are the New Business Premiums from our insurance carrier statements recognized between January 1, 2023 and December 31, 2025.

3. “Renewal Gross Revenues” means the amount of Renewal Commissions, net of reversals of Renewal Commissions for insurance policy cancellations or changes, for the renewal of Approved Insurance Products by the Franchised Business. “Renewal Commissions” means the fees paid to us, by Approved Carriers as a percentage of the Premiums received from the renewal of Approved Insurance Products generated by the Franchised Business, and does not include fees paid to us as a percentage of the Premiums received from the sale of Approval Insurance Products as new business generated by the Franchised Business. Renewal Gross Revenues do not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any Approved Carrier. The Renewal Gross Revenues noted in this Item 19 are the total Renewal Gross Revenues paid, on a cash basis, by our carriers to us and recognized between January 1, 2023 and December 31, 2025.

4. “Renewal Premium” means fees owed to the Approved Carriers for renewals of Approved Insurance Products, and does not include any fees owed to the Approved Carriers for the sale of Approved Insurance Products as new business. The Renewal Premiums noted in this Item 19 are the Renewal Premiums from our insurance carrier statements recognized between January 1, 2023 and December 31, 2025.

5. The Texas Region consists of Texas. The Southeast Region consists of Florida, Louisiana, Tennessee, Georgia, Alabama, Oklahoma, Mississippi, and Arkansas. The Mid Atlantic Region consists of South Carolina, North Carolina, Virginia, Maryland, Delaware, and West Virginia. The Midwest Region consists of Illinois, Ohio, Missouri, Minnesota, Indiana, Michigan, Iowa, Nebraska, Kansas, Wisconsin, Kentucky, North Dakota, and South Dakota. The Mountain Region consists of Colorado, Arizona, Utah, New Mexico, Idaho, Montana, and Wyoming. The Northeast Region consists of New Jersey, Pennsylvania, Connecticut, New York, New Hampshire, Massachusetts, and Rhode Island. The West Region consists of California, Washington, Oregon, and Nevada.

Franchise Producer Notes

1. There were 1,427 franchise producers, representing 866 franchised businesses, who were included in the charts because they operated between January 1, 2023 and December 31, 2025 and met certain criteria, noted below. There were 374 franchise producers representing the Texas Region, 308 franchise producers in the Southeast Region, 181 franchise producers in the Mid Atlantic Region, 219 franchise producers in the Midwest Region, 123 franchise producers in the Mountain Region, 112 franchise producers in the Northeast Region, and 110 franchise producers in the West Region. Each of the franchise producers included those that: (a) were operating between January 1, 2023 and December 31, 2025, and (b) had a role where a majority of their time was dedicated to new business production.

2. "Tenure" is defined as the number of full years an agent has devoted full time efforts to a production role between January 1, 2023 and December 31, 2025. The data for the 1,427 franchise producers included in the chart for New Business Gross Revenue, is presented separately based on tenure. There were 799 franchise producers included in the chart who were classified as having 1 year of tenure. Of those 799 franchise producers, 199 are included in the “top 25% New Business Gross Revenues” There were 674 franchise producers included in the chart who were classified as having 2 years of tenure. Of those 674, 168 are included in the “top 25% New Business Gross Revenues”. There were 592 franchise producers included in the chart who were classified as having 3 years of tenure. Of those 592, 148 are included in the “top 25% New Business Gross Revenues”. The data for the 888 franchise producers included in the chart for Renewal Gross Revenue, is presented separately based on tenure. There were 407 franchise producers included in the chart who were classified as having 1 year of tenure. Of those 407 franchise producers, 101 are included in the “top 25% Renewal Gross Revenues” There were 546 franchise producers included in the chart who were classified as having 2 years of tenure. Of those 546, 136 are included in the “top 25% Renewal Gross Revenues”. There were 459 franchise producers included in the chart who were classified as having 3 years of tenure. Of those 459, 115 are included in the “top 25% Renewal Gross Revenues”.

3. For franchise producers with 1 year of tenure:

    a. 298 of 799 franchise producers (37%) met or exceeded the New Business Gross Revenue average. The median New Business 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 $48,841 ($363,287 highest producer (“high”), $157 lowest producer (“low”)), the median New Business Gross Revenues for the top 25% of producers was $114,705, and the median New Business Gross Revenues for the bottom 25% of producers was $15,523.

    b. 310 of the 799 producers (39%) met or exceeded the New Business Premium average. The median New Business Premium amount was $308,107 ($2,258,036 high, $1,045 low), the median New Business Premium amount for the top 25% of producers was $719,498, and the median New Business Premium amount for the bottom 25% of producers was $101,234.

    c. 115 of the 407 producers (28%) met or exceeded the Renewal Gross Revenue average. The median Renewal Gross Revenue amount was $5,647 ($95,335 high, $45 low), the median Renewal Gross Revenue amount for the top 25% of producers was $17,533, and the median Renewal Gross Revenue amount for the bottom 25% of producers was $1,978.

d. 123 of the 407 producers (30%) met or exceeded the Renewal Premium average. The median Renewal Premium amount was $48,046 ($760,001 high, $297 low), the median Renewal Premium amount for the top 25% of producers was $143,713, and the median Renewal Premium amount for the bottom 25% of producers was $16,829.

4. For producers with 2 years of tenure:

   a. 265 of 674 producers (39%) met or exceeded the New Business Gross Revenue average. The median New Business Gross Revenue was $65,663 ($407,298 high, $23 low), the median New Business Gross Revenue for the top 25% of producers with 2 years of tenure was $156,987, and the median New Business Gross Revenue for the bottom 25% of producers was $17,650.

   b. 267 of the 674 producers (40%) met or exceeded the New Business Premium average. The median New Business Premium amount was $410,337 ($2,684,084 high, $152 low), the median New Business Premium amount for the top 25% of producers was $933,057, and the median New Business Premium amount for the bottom 25% of producers was $109,506.

   c. 201 of the 546 producers (37%) met or exceeded the Renewal Gross Revenue average. The median Renewal Gross Revenue amount was $16,830 ($247,898 high, $4 low), the median Renewal Gross Revenue amount for the top 25% of producers was $48,852, and the median Renewal Gross Revenue amount for the bottom 25% of producers was $2,654.

   d. 197 of the 546 producers (36%) met or exceeded the Renewal Premium average. The median Renewal Premium amount was $141,448 ($1,998,181 high, $38 low), the median Renewal Premium amount for the top 25% of producers was $419,419, and the median Renewal Premium amount for the bottom 25% of producers was $22,583.

5. For producers with 3 years of tenure:

   a. 219 of 592 producers (37%) met or exceeded the New Business Gross Revenue average. The median New Business Gross Revenue was $68,541($489,281high, $377 low), the median New Business Gross Revenue amount for the top 25% of producers was $146,971, and the median New Business Gross Revenue for the bottom 25% of producers was $30,178.

   b. 221 of the 592 producers (37%) met or exceeded the New Business Premium average. The median New Business Premium amount was $433,155 ($3,101,985 high, $2,628 low), the median New Business Premium amount for the top 25% of producers was $963,750, and the median New Business Premium amount for the bottom 25% of producers was $182,699.

   c. 174 of 459 producers (38%) met or exceeded the Renewal Gross Revenue average. The median Renewal Gross Revenue was $33,020($311,681 high, $27 low), the median Renewal Gross Revenue amount for the top 25% of producers was $90,528, and the median Renewal Gross Revenue for the bottom 25% of producers was $4,373.

   d. 177 of the 459 producers (38%) met or exceeded the Renewal Premium average. The median Renewal Premium amount was $266,178 ($2,473,577 high, $151 low),

the median Renewal Premium amount for the top 25% of producers was $724,397, and the median Renewal Premium amount for the bottom 25% of producers was $37,034.

6. These charts do not reflect the costs that you may have in operating the Franchised Business, including 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 the 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 ($590 or $420 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 the Franchised Business, and you should conduct an independent investigation of the costs and expenses that you may or will incur in operating the Franchised Business. Franchisees or former franchisees, listed in this Disclosure Document, may be one source of information.

Corporate Producer Notes:

1. There were 254 corporate producers who were included in the charts because they operated between January 1, 2023 and December 31, 2025 and met certain criteria, noted below. Each of the corporate producers included: (a) were employed between January 1, 2023 and December 31, 2025, and (b) had a role where a majority of their time was dedicated to new business production.

2. "Tenure" is defined as the number of full years an agent has devoted full time efforts to a corporate sales production role at Goosehead between January 1, 2023 and December 31, 2025. The data for the 254 corporate producers included in the chart for New Business Gross Revenue, is presented separately based on tenure. There were 180 corporate producers included in the chart who were classified as having 1 year of tenure. Of those 180 corporate producers, 45 are included in the “top 25% New Business Gross Revenues.” There were 87 corporate producers included in the chart who were classified as having 2 years of tenure. Of those 87, 21 are included in the “top 25% New Business Gross Revenues”. There were 53 corporate producers included in the chart who were classified as having 3 years of tenure. Of those 53, 13 are included in the “top 25% New Business Gross Revenues”. The data for the 204 corporate producers included in the chart for Renewal Gross Revenue, is presented separately based on tenure. There were 132 corporate producers included in the chart who were classified as having 1 year of tenure. Of those 132 corporate producers, 33 are included in the “top 25% Renewal Gross Revenues.” There were 139 corporate producers included in the chart who were classified as having 2 years of tenure. Of those 139, 35 are included in the “top 25% Renewal Gross Revenues”. There were 72 corporate producers included in the chart who were classified as having 3 years of tenure. Of those 72, 18 are included in the “top 25% Renewal Gross Revenues”.

3. For corporate producers with 1 year of tenure:

    a. 45 of 180 corporate producers (25%) met or exceeded the New Business Gross Revenue average. The median New Business Gross Revenue was $88,431 ($372,834 high, $30,741 low), the median New Business Gross Revenues for the top 25% of corporate producers was $137,829, and the median New Business Gross

Revenues for the bottom 25% of corporate producers was $60,113.

b. 45 of the 180 corporate producers (25%) met or exceeded the New Business Premium average. The median New Business Premium amount was $434,747 ($2,170,155 high, $147,143 low), the median New Business Premium amount for the top 25% of corporate producers was $717,040, and the median New Business Premium amount for the bottom 25% of corporate producers was $288,884.

c. 34 of 132 corporate producers (26%) met or exceeded the Renewal Gross Revenue average. The median Renewal Gross Revenue was $13,716 ($119,016 high, $39 low), the median Renewal Gross Revenues for the top 25% of corporate producers was $28,461, and the median Renewal Gross Revenues for the bottom 25% of corporate producers was $643.

d. 34 of the 132 corporate producers (26%) met or exceeded the Renewal Premium average. The median Renewal Premium amount was $111,819 ($841,545 high, $391 low), the median Renewal Premium amount for the top 25% of corporate producers was $221,503.32, and the median Renewal Premium amount for the bottom 25% of corporate producers was $4,822.

4. For corporate producers with 2 years of tenure:

a. 22 of 87 corporate producers (25%) met or exceeded the New Business Gross Revenue average. The median New Business Gross Revenue was $156,006 ($398,028 high, $79,262 low), the median New Business Gross Revenue for the top 25% of corporate producers with 2 years of tenure was $207,840, and the median New Business Gross Revenue for the bottom 25% of corporate producers was $113,666.

b. 22 of the 87 corporate producers (25%) met or exceeded the New Business Premium average. The median New Business Premium amount was $828,630 ($2,843,565 high, $413,818 low), the median New Business Premium amount for the top 25% of corporate producers was $1,098,363, and the median New Business Premium amount for the bottom 25% of corporate producers was $551,515.

c. 35 of 139 corporate producers (25%) met or exceeded the Renewal Gross Revenue average. The median Renewal Gross Revenue was $12,227 ($277,300 high, $31 low), the median Renewal Gross Revenue for the top 25% of corporate producers with 2 years of tenure was $64,493, and the median Renewal Gross Revenue for the bottom 25% of corporate producers was $489.

d. 35 of the 139 corporate producers (25%) met or exceeded the Renewal Premium average. The median Renewal Premium amount was $99,158.34 ($2,111,787 high, $209 low), the median Renewal Premium amount for the top 25% of corporate producers was $507,088, and the median Renewal Premium amount for the bottom 25% of corporate producers was $3,496.

5. For corporate producers with 3 years of tenure:

e. 14 of 53 corporate producers (26%) met or exceeded the New Business Gross Revenue average. The median New Business Gross Revenue was $158,753 ($332,150 high, $2,710 low), the median New Business Gross Revenue amount for the top 25% of corporate producers was $217,107, and the median New Business

Gross Revenue for the bottom 25% of corporate producers was $80,527.

f. 14 of the 53 corporate producers (26%) met or exceeded the New Business Premium average. The median New Business Premium amount was $781,109 ($1,523,742 high, $14,398 low), the median New Business Premium amount for the top 25% of corporate producers was $1,123,439, and the median New Business Premium amount for the bottom 25% of corporate producers was $434,835.

a. 19 of 73 corporate producers (26%) met or exceeded the Renewal Gross Revenue average. The median Renewal Gross Revenue was $33,429 ($230,217 high, $5 low), the median Renewal Gross Revenue amount for the top 25% of corporate producers was $107,422, and the median Renewal Gross Revenue for the bottom 25% of corporate producers was $579.

a. 19 of the 73 corporate producers (26%) met or exceeded the Renewal Premium average. The median New Business Premium amount was $259,347 ($1,855,877 high, $50 low), the median Renewal Premium amount for the top 25% of corporate producers was $843,629, and the median Renewal Premium amount for the bottom 25% of corporate producers was $4,637.

Some agencies and 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 John O'Connor, 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 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	1,413	1,226	-187
	2024	1,226	1,103	-123
	2025	1,103	1,009	-94
Company Owned	2023	11	12	1
	2024	12	12	0
	2025	12	13	1

Total Outlets (Note 1)	2023	1,424	1,238	-186
	2024	1,238	1,115	-123
	2025	1,115	1,022	-93

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) for years 2023 to 2025

State	Year	Number of Transfers
Any State	2023	0
	2024	0
	2025	0
Totals	2023	0
	2024	0
	2025	0

Table No. 3

Status of Franchise Outlets For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End Of Year
AL	2023	14	6	3	0	0	3	14
	2024	14	0	1	0	0	1	12
	2025	12	7	1	0	0	1	17
AR	2023	16	1	7	0	0	2	8
	2024	8	2	2	0	0	0	8
	2025	8	1	2	0	0	1	6
AZ	2023	26	5	8	0	0	2	21
	2024	21	11	2	0	0	4	26
	2025	26	5	4	0	0	3	24
CA	2023	116	0	19	0	0	18	79
	2024	79	2	2	0	0	6	73
	2025	73	15	8	0	0	3	77
CO	2023	41	9	6	0	0	9	35
	2024	35	4	4	0	0	5	30
	2025	30	2	0	0	0	7	25
	2023	12	0	0	0	0	4	8

CT	2024	8	1	0	0	0	2	7
	2025	7	1	0	0	0	2	6
DE	2023	6	1	1	0	0	1	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	1	5
FL	2023	100	14	11	0	0	18	85
	2024	85	12	7	0	0	9	81
	2025	81	17	7	0	0	12	79
GA	2023	45	9	8	0	0	4	42
	2024	42	4	4	0	0	5	37
	2025	37	4	3	0	0	3	35
IA	2023	6	0	2	0	0	0	4
	2024	4	0	0	0	0	1	3
	2025	3	1	0	0	0	1	3
ID	2023	8	4	3	0	0	0	9
	2024	9	2	1	0	0	2	8
	2025	8	1	0	0	0	1	8
IL	2023	56	11	7	0	0	8	52
	2024	52	1	4	0	0	5	44
	2025	44	6	1	0	0	5	44
IN	2023	32	3	3	0	0	6	26
	2024	26	2	2	0	0	2	24
	2025	24	1	0	0	0	3	22
KS	2023	8	6	3	0	0	1	10
	2024	10	1	3	0	0	1	7
	2025	7	0	0	0	0	0	7
KY	2023	4	1	3	0	0	1	1
	2024	1	1	0	0	0	0	2
	2025	2	0	1	0	0	1	0
LA	2023	47	1	3	0	0	6	39
	2024	39	4	4	0	0	1	38
	2025	38	0	0	0	0	0	38
MA	2023	2	2	1	0	0	1	2
	2024	2	3	1	0	0	0	4
	2025	4	1	1	0	0	0	4
MD	2023	35	6	6	0	0	1	34
	2024	34	2	4	0	0	5	27
	2025	27	4	2	0	0	2	27
MI	2023	72	7	15	0	0	14	50
	2024	50	1	1	0	0	6	44

	2025	44	0	2	0	0	8	34
MN	2023	6	1	0	0	0	0	7
	2024	7	2	0	0	0	2	7
	2025	7	0	0	0	0	1	6
MO	2023	39	8	7	0	0	6	34
	2024	34	0	2	0	0	4	28
	2025	28	0	1	0	0	3	24
MS	2023	9	2	1	0	0	1	9
	2024	9	0	0	0	0	1	8
	2025	8	1	1	0	0	0	8
MT	2023	10	2	0	0	0	1	11
	2024	11	0	0	0	0	0	11
	2025	11	0	0	0	0	4	7
NC	2023	46	10	8	0	0	2	46
	2024	46	0	4	0	0	7	35
	2025	35	6	2	0	0	11	28
ND	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
NE	2023	5	1	1	0	0	0	5
	2024	5	0	1	0	0	2	2
	2025	2	1	0	0	0	1	2
NH	2023	4	1	1	0	0	0	4
	2024	4	2	0	0	0	0	6
	2025	6	0	0	0	0	2	4
NJ	2023	36	6	7	0	0	4	31
	2024	31	2	0	0	0	3	30
	2025	30	2	2	0	0	3	27
NM	2023	3	1	1	0	0	0	3
	2024	3	0	1	0	0	0	2
	2025	2	2	0	0	0	0	4
NV	2023	10	1	5	0	0	0	6
	2024	6	1	2	0	0	0	5
	2025	5	0	0	0	0	1	4
NY	2023	52	2	14	0	0	6	34
	2024	34	0	7	0	0	4	23
	2025	23	2	0	0	0	6	19
OH	2023	17	1	2	0	0	0	16
	2024	16	5	0	0	0	1	20
	2025	20	2	0	0	0	1	21

OK	2023	12	4	3	0	0	2	11
	2024	11	0	0	0	0	0	11
	2025	11	1	0	0	0	6	6
OR	2023	13	6	2	0	0	2	15
	2024	15	4	6	0	0	2	11
	2025	11	0	1	0	0	2	8
PA	2023	52	7	5	0	0	5	49
	2024	49	4	5	0	0	4	44
	2025	44	0	2	0	0	5	37
RI	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	1	1
	2025	1	0	0	0	0	0	1
SC	2023	34	9	6	0	0	6	31
	2024	31	2	3	0	0	5	25
	2025	25	6	2	0	0	3	26
SD	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
TN	2023	33	4	6	0	0	10	21
	2024	21	2	4	0	0	2	17
	2025	17	2	0	0	0	7	12
TX	2023	307	45	24	0	0	31	297
	2024	297	7	10	0	0	26	268
	2025	268	24	3	0	0	48	241
UT	2023	4	6	0	0	0	0	10
	2024	10	4	5	0	0	0	9
	2025	9	2	2	0	0	0	9
VA	2023	43	7	9	0	0	6	35
	2024	35	5	1	0	0	4	35
	2025	35	4	2	0	0	3	34
WA	2023	16	3	3	0	0	4	12
	2024	12	1	0	0	0	2	11
	2025	11	0	0	0	0	2	9
WI	2023	8	3	1	0	0	0	10
	2024	10	1	0	0	0	1	10
	2025	10	0	1	0	0	2	7
WV	2023	4	0	1	0	0	1	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
	2023	1	1	1	0	0	0	1

WY	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	**2023**	**1413**	**217**	**218**	**0**	**0**	**186**	**1226**
	2024	**1226**	**97**	**93**	**0**	**0**	**127**	**1103**
	2025	**1103**	**121**	**51**	**0**	**0**	**165**	**1008**

Table No. 4

Status of Company-Owned Outlets For Years 2023 to 2025

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	**2023**	11	1	0	0	0	12
	2024	12	1	0	1	0	12
	2025	13	1	0	0	0	13

Table No. 5

Projected Openings for 2026 as of December 31, 2025*

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
Alabama	0	0	0
Arkansas	0	1	0
Arizona	1	4	0
California	1	20	0
Colorado	0	2	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	2	19	0
Georgia	1	5	0
Idaho	0	0	0
Illinois	0	5	0
Indiana	0	0	1
Iowa	0	1	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	1	0	0

Maine	0	0	0
Maryland	1	0	0
Massachusetts	1	3	0
Michigan	0	0	0
Minnesota	1	0	1
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
North Carolina	1	2	0
North Dakota	0	0	0
Nebraska	1	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	1	0
New York	0	0	0
Ohio	1	13	0
Oklahoma	0	0	0
Oregon	0	1	0
Pennsylvania	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	2	15	0
Utah	0	4	0
Virginia	0	0	1
Washington	0	1	1
Washington D.C.	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Total	**14**	**97**	**4**

Attached as Exhibit E-1 to this Disclosure Document is a list of the Goosehead Insurance franchisees as of the date of this 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, 2025 or who have not communicated with us within 10 weeks of the date of this 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 Disclosure Document.

During the last three fiscal years, we have signed confidentiality clauses that restrict former and current franchisees from discussing with you their experiences in our franchise system.

ITEM 21
FINANCIAL STATEMENTS

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

1. Audited consolidated financial statements of GSHD and subsidiaries as of December 31, 2025 and 2024 and for the three years in the period ended December 31, 2025.

* *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 Disclosure Document:

Exhibit A	The Franchise Agreement with its seven exhibits: A. Guarantee, Indemnification, and Acknowledgment B. List of Owners C. ACH Authorization Agreement D1-3. Sample Forms of Non-Disclosure and Non-Competition Agreements
Exhibit B	Release
Exhibit G-2	Mutual Non-Disclosure Agreement
Exhibit J	Corporate Agent Launch Amendment to Franchise Agreement
Exhibit K	MBA Graduate Incentive Amendment to Franchise Agreement
Exhibit L	Branch Location Amendment to Franchise Agreement
Exhibit M	MBA Launch Fund Promissory Note and Guarantee
Exhibit N	APEX Program Amendment to Franchise Agreement

ITEM 23
RECEIPTS

The Receipts to be signed by all prospective franchisees are attached in duplicate to this 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 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.
2	1.4	The "Approved State" will be: _____.
3	4.1	You agree to pay the Initial Franchise Fee in its entirety, pursuant to Section 4.1 of this Agreement, in the amount of fifty thousand dollars ($50,000).
4		The "Effective Date" will be: _____.

Initials

_____ _____

Franchisee Franchisor

Goosehead Insurance Agency, LLC
Franchise Agreement

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Exhibits

A	Guarantee, Indemnification, and Acknowledgement	D1-3	Sample Forms of Non-Disclosure and Non-Competition Agreements
B	List of Owners		
C	ACH - Authorization Agreement for ACH Payments (Direct Debits for Royalty, Marketing Contribution, and Other Fees)		

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 Boulevard, Suite 4500, Westlake, Texas 76262 ("**we**," "**us**," or "**our**"); and

- _____, a [resident of] [corporation organized in] [limited liability company organized in] the state of _____ and having an office location that is to be determined ("**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, other personal lines insurance, and business insurance (the "**System**"). Our System includes (among other things): business processes, technologies, trade secrets, Confidential Information, carrier contracts, client lists, knowledge, know-how, Proprietary Marks 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; strategies; 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 the 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 the "**Proprietary Marks**"). We continue to develop, use, and control the use of the 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 Business(es)**").*

You have asked to enter into the business of operating a Goosehead Business under the 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 Agreement, 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 from the Approved Location (as defined in Section 1.2) and in the Approved State.

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 No less than sixty (60) days before the commencement of the initial training program described in Section 6.2, you agree to acquire or lease/sublease, at your own expense, real estate that is properly zoned for the use of the Franchised Business that is located in the Approved State. The location you select within the Approved State will become the Approved Location after we have given you our written approval for that location 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.

1.2.2 We will provide you with our location guidelines, including our minimum standards for a location for the Franchised Business, and such location selection 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 location before we have received from you a completed location approval form for the location (prepared as set forth in Section 1.2.3).

1.2.3 Upon our request, you must submit to us, in the form that we specify: **(a)** a completed site approval form; 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 location for the Franchised Business. We have the right to approve or disapprove any such proposed location to serve as the Approved Location for the Franchised Business. If we do not approve a proposed location by giving you written notice within the 30-day period, then we will be deemed to have disapproved the proposed location.

1.2.4 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, does not constitute our assurance, representation, or warranty of any kind, that the Franchised Business at the Approved Location will be profitable or successful. Our approval of the location indicates only that we believe the location 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 locations may not be predictive of potential for all locations and that, subsequent to our approval of a location, demographic and/or economic factors, such as competition from other similar businesses, included or excluded from criteria that we used could change, thereby altering the potential of a location. Such factors are unpredictable and beyond our control. We will not be responsible for the failure of a location (even if we have approved that location) to meet your expectations as to revenue or operational criteria.

1.2.5 If you do not acquire or lease a location (that we have approved in writing) for the Franchised Business within sixty (60) days before the commencement of the initial training program described in Section 6.2, that will constitute a default under Section 17.2 of the Agreement.

1.2.6 You must execute a lease or a binding agreement to purchase or lease the Approved Location. You must submit a copy of the lease to us. We are not responsible for reviewing the purchase agreement or the lease.

1.2.7 You agree not to operate (or allow your Agency Principals, your Managers, or any of your employees to operate) the Franchised Business at any location other than the Approved Location without our prior written consent.

1.2.8 You agree not to relocate the Franchised Business from the Approved Location without our prior written consent. 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. Any proposed relocation of the Franchised Business will be subject to our review of the proposed new location under our then-current standards for location 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. If we grant our consent to a relocation of the Franchised Business, you must enter into our form of "Approved Location Amendment," which, among other things, will amend the terms of this Agreement, as necessary, to conform to the contractual provisions contained in the form of franchise agreement we are then offering to new franchisees in the System at the time you request relocation of the Franchised Business.

1.3 *No Protected Territory*. You expressly acknowledge and agree that the Franchised Business 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, 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 Brand Standards Manual; **(b)** to clients of the Franchised Business; and **(c)** within the state that we have approved in writing on the Declarations Page to this Agreement (the "**Approved State**").

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, remote locations, virtual offices, 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 clients located within the Approved State.

1.4.3 Subject to our prior written approval, you may engage in remote administrative work and/or utilize remote administrative employees in connection with the operation of the Franchised Business. Any such approval shall be in our sole discretion and may be conditioned, limited, revoked, or modified at any time. You shall remain fully responsible for compliance with this Agreement, Goosehead's System standards, and all applicable laws, regardless of whether administrative work is performed remotely.

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 may have the right to renew your rights to operate the Franchised Business for two (2) additional successor terms of ten (10) years, so long as you have satisfied all of the conditions specified in Sections 2.2.1 through 2.2.9 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).

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 the 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 contained 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 the franchise agreement. In this Agreement, the term "**entity**" includes but is not limited to 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.

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 location selection and lease review assistance called for under Sections 5.3 and 5.4.

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 Brand Standards Manual.

3.4 *Brand Standards Manual*. During the term of this Agreement, we will lend to you one (1) copy of (or provide you with access to), our confidential brand standards manual(s) and other written

instructions relating to the operation of a Goosehead Business (the "**Brand Standards Manual**"), in the manner and as described in Section 10.

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.

3.6 *Brand Fund*. We have the right to administer the Brand Fund in the manner set forth in Section 13.

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, your Agency Principal, or your Manager 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 representatives, such as a representative from agent support, and these representatives may periodically visit the Franchised Business and offer advice regarding your operations.

3.9 *Revenue Report*. Before the last day of each month, we will provide you with a detailed report of Commissions and Agency Fees received on your behalf for insurance policies and/or services sold in the preceding calendar months. In order to provide you with this report, we must receive commission detail reports from Approved Carriers and Approved Suppliers by the 20th day of the month, for insurance policies or services you sold during the preceding month. The report we provide you will only include Commissions and Agency Fees related to insurance policies or services properly recorded in our agency management system as prescribed in the Brand Standards Manual.

3.10 *Service Center*. We will maintain a service center, staffed by licensed insurance agents, for the purpose of providing centralized client 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 Brand Standards 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 to: **(a)** 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)** 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)** test or market various items in some or all parts of the System; **(d)** introduce new proprietary items and non-proprietary items; and/or **(e)** 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 the 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**"). The Initial Franchise Fee must be paid to us in full prior to you, your Agency Principal, your Manager, or any of your employees enrolling in our initial training program. Once you, your Agency Principal, your Manager, or any of your employees begin(s) the initial training program (described in Section 6.2), 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.

4.2 *Royalty Fee*. We will receive all Commissions from Approved Carriers. We will receive all Premiums, Policy Fees 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 Approved Carriers. Beginning on the first day of the first month that you, your Agency Principal, your Manager, or any of your employees begin(s) the initial training program prior to opening the Franchised Business (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**" means fees that are charged by you for selling new Approved Insurance Products through Approved Carriers pursuant to the Brand Standards Manual.

4.2.2 The term "**Commission**" means the fees paid to us, by Approved Carriers as a percentage of the Premiums received from the sale or renewal of Approved Insurance Products generated by the Franchised Business.

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

4.2.4 The term "**Minimum Royalty**" means a minimum monthly Royalty Fee payment, beginning six (6) months after the Commencement Date, including any renewal term(s) of this Agreement, 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) to Thirty-Six (36)	One Thousand Dollars ($1,000)
Thirty-Seven (37) to Forty-Eight (48)	One Thousand One Hundred Dollars ($1,100)
Forty-Nine (49) to Sixty (60)	One Thousand Two Hundred Dollars ($1,200)
Sixty-One (61) to Seventy-Two (72)	One Thousand Three Hundred Dollars ($1,300)
Seventy-Three (73) to Eighty-Four (84)	One Thousand Four Hundred Dollars ($1,400)
Eighty-Five (85) to Ninety-Six (96)	One Thousand Five Hundred Dollars ($1,500)
Ninety-Seven (97) to One Hundred and Eight (108)	One Thousand Six Hundred Dollars ($1,600)
One Hundred and Nine (109) to One Hundred and Twenty (120)	One Thousand Seven Hundred Dollars ($1,700)
One Hundred and Twenty-One (121) and for the remainder of the term of this Agreement	One Thousand Eight Hundred Dollars ($1,800)

4.2.5 The term "**Net Revenues**" means Gross Revenues net of all amounts due to us under this Agreement, including, without limitation, Royalty Fees, Marketing Contributions, and Technology Fees.

4.2.6 The term "**Premiums**" means fees owed to the Approved Carriers for Approved Insurance Products.

4.2.7 The term "**Policy Fees**" means fees owed to the Approved Carriers for the sale of an Approved Insurance Products.

4.2.8 The "**Royalty Fee**" is an amount charged in consideration of your use of the System. The Royalty Fee will be the following amounts: **(a)** the greater of (i) twenty percent (20%) of Gross Revenues on Approved Insurance Products in their initial term, or (ii) the Minimum Royalty; and **(b)** fifty percent (50%) of Gross Revenues on Approved Insurance Products in their renewal terms and Approved Insurance Products written for existing clients on the same risk profile within a 90-day period of the cancellation of their existing policy (also known as "re-writes"). Approved Insurance Products sold by you in their initial term that are not re-writes are referred to as "**New Business**".

4.2.9 The "**Technology Fee**" is 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, but we will not increase the Technology Fee by more than 15% of the then current amount in any calendar year during the initial term of this Agreement (see Section 4.7).

4.3 *Monthly Accounting*. Once a month, the Approved Carriers will send a commission report and Commissions earned by you, to us. On or before the last day of each month, unless this Agreement has been terminated for any reason, we will pay to you the Net Revenues for all Approved Insurance Products identified in a commission detail report that we receive from the Approved Carriers. 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 Approved 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 an Approved Carrier does not provide us with a commission detail report (and the applicable Commission) by the 20th day of the month, or if an Approved Insurance Product is not identified in the commission detail report we receive, you will not receive the Net Revenues for those Approved Insurance Products until the Approved Carrier provides us with the appropriate report and/or Commissions. We may delay or withhold payment of Net Revenues for any Approved Insurance Product for which you fail to observe the risk management procedures we prescribe in the Brand Standards Manual, including that you obtain a signed application from the client and provide all required documentation. If we review your accounting and client records (as described in Section 12) 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 Approved 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 (but not more than the maximum rate permitted by law, if any such maximum rate applies). 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, 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. 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 Brand Standards 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 or charges that you owe under this Agreement, 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, Marketing Contributions, and Technology Fees, and all other sums due to us are absolute, unconditional, and fully-earned by us.

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 Approved 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 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 Royalty Fee on that amount.

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, Marketing Contributions, and Technology Fees, 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 receive any payment due under this Agreement on or before the due date, which we may establish at our sole discretion, 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 two percent (2%) per month (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 location for the Franchised Business. You agree to establish the Franchised Business and

have it open and in operation within twelve (12) months after the Effective Date (the "**Opening Deadline**"). **Time is of the essence.**

5.2 *Our Review and Your Responsibilities*. Any reviews that we conduct under this Section 5 and Section 1.2 (if applicable) are for our benefit only. In addition:

5.2.1 You acknowledge and agree that our review and approval of a location, 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.

5.2.2 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 location 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.

5.2.3 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 the Franchised Business, are not meant to address the requirements of any Operating Codes (as defined in Section 8.7); **(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 location, 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 client of certain products and services that are central to the purpose, atmosphere, and functioning of Goosehead Businesses).

5.2.4 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.

5.3 *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.

5.4 *Preparing the Location.* You agree that promptly after obtaining possession of the Approved Location, you will do all of the following:

5.4.1 obtain all required zoning permits, all required building, utility, health, sign permits and licenses, and any other required permits and licenses;

5.4.2 purchase or lease equipment, fixtures, furniture and signs as required under this Agreement (including the specifications we have provided in writing, whether in the Brand Standards Manual or otherwise);

5.4.3 complete the construction and/or remodeling as described in Section 5.5; and

5.4.4 obtain all customary contractors' partial and final waivers of lien for construction, remodeling, decorating and installation services.

5.5 *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 to our reasonable satisfaction:

5.5.1 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.

5.5.2 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.

5.5.3 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.

5.5.4 You agree to employ a qualified licensed general contractor to construct the Franchised Business and to complete all improvements.

5.5.5 You agree to obtain (and maintain) during the entire period of construction the insurance required under Section 15; and you agree to deliver to us proof of such insurance as we may reasonably require.

5.6 *Pre-Opening*. Before opening the Franchised Business, you agree to meet all of the pre-opening requirements specified in this Agreement, the Brand Standards Manual, and/or that we may otherwise specify in writing.

6 AGENCY PRINCIPAL, PERSONNEL, AND TRAINING

6.1 *Agency Principal and Management*.

6.1.1 You must have an individual Owner serve as your "**Agency Principal**," who may be you. The Agency 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 Agency Principal to hold a smaller interest. The Agency 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 Agency Principal without our prior written approval.

6.1.2 If the Agency 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 Agency Principal or Manager who has successfully completed (to our satisfaction) our training program.

6.1.4 You must designate, in writing one (1) individual as your authorized representative for all communications with us relating to the Franchised Business, who must be an Owner, Agency Principal, or an individual approved in writing by us in our sole discretion, which may be conditioned, limited, revoked, or modified at any time (the "**Authorized Representative**"). The Authorized Representative must have full authority to receive notices, provide information, make decisions, and bind you in all matters arising under the Franchise Agreement, and we may rely exclusively on communications with the Authorized Representative, which shall constitute notice to, and communication with, you.

6.2 *Initial Management and Employee Training*.

6.2.1 Before opening the Franchised Business, you, your Agency Principal or your Manager must attend and successfully complete, to our satisfaction, the initial training program (which may include an online component) that we offer for Goosehead Businesses at our headquarters or another location that we specify. You, your Agency Principal and/or your Manager, must enroll in the initial training program no more than six (6) months after the Effective Date and complete the initial training program, including Sales College (defined below), by the Opening Deadline. If you do not timely enroll in or complete the initial training program pursuant to this Section 6.2.1, then this is a default under Section 17.2 of this Agreement for which we will have the right to terminate this Agreement immediately upon delivery of written notice to you. **Time is of the essence.**

6.2.2 In addition, as part of your initial training program, within twenty-four (24) weeks of opening the Franchised Business, you, your Agency Principal and/or your Manager must attend and satisfactorily complete our then current sales college program ("**Sales College**"), which is comprised of online work, group workshops and in-person marketing visits. Any failure by you, your Agency Principal or your Manager to successfully complete Sales College is considered failure to complete your initial training obligations, and each Producer (defined below) must also successfully complete Sales College.

6.2.3 All of your employees who are licensed to sell insurance (each a "**Producer**") and/or have access to our database and systems must also attend and complete to our satisfaction, our training program before any Producer (or any other employee) 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, your Agency 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 training program within thirty (30) days after the former individual ended their full time employment and/or management responsibilities. The replacement must attend and successfully complete the initial 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 Agency Principal, Managers, and employees attend such additional courses, seminars, and other training programs as we may reasonably periodically require.

6.3.3 Your Agency Principal, Managers, and any other employees 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 same forms in 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 Agency Principals, your Managers or employees, which are incurred in connection with initial and additional training. In addition, except for the initial training for you and one additional employee (which may be an Agency Principal, Manager, or other employee), 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.

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 the 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 but not limited to travel, room and board, and your employees' wages, benefits and other expenses.

7 PURCHASE AND SALE OF PRODUCTS AND SERVICES

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 (and which we have not subsequently disapproved) ("**Approved Insurance Products**") and only through insurance carriers and brokers that we make available to you through our appointment process ("**Approved Carriers**"). 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 discretion, to take advantage of marketplace efficiencies; and **(d)** whether the insurance carrier or broker will sign an agreement in the form that we require.

7.1.2 For the purpose of this Agreement, the term "**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 Premiums and Policy Fees, 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 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 fee (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 (4) to twelve (12) weeks after receipt of the request and the accompanying information. We may also 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 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 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 available to you. 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 Brand Standards Manual.

7.1.6 We are not required to approve any particular insurance product or service or to 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. Further, we may, at our sole discretion, revoke your appointment with an Approved Carrier if you are in default under the terms of this

Agreement or any other contract between you (and/or your affiliates) and us (and/or our affiliates).

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.

7.1.8 We are not required to offer or approve your appointment with commercial insurance carriers, and any such appointments will be at our sole discretion. Before being considered for an appointment with a commercial insurance carrier, you must complete additional training and meet certain criteria as set out in the Brand Standards Manual (which may be modified at any time). In addition, if we approve your appointment with a commercial insurance carrier, then you will be required to purchase additional professional liability insurance with certain minimum limits as set out in the Brand Standards Manual.

7.2 *Prohibited Insurance Products.* You acknowledge and agree that the 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 include but are not limited to selling any insurance services or products other than Approved Insurance Products through Approved Carriers. Prohibited Insurance Products also include the purchase of group of insurance policies from a third party or insurance carriers and brokers. We may periodically provide you with a list of Prohibited Insurance Products. You also acknowledge and agree that if the 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 17.2.17.

7.3 *Non-Insurance Products and Services*. We may require that you purchase, use 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**"). The parties further agree:

7.3.1 In determining whether we will approve any particular supplier, we will consider various factors, including whether: **(a)** the supplier can demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for such items; **(b)** the supplier has adequate quality controls and capacity to supply your needs promptly and reliably; **(c)** approval of the supplier would enable the System, in our sole opinion, to take advantage of marketplace efficiencies; and **(d)** the supplier will sign an agreement in the form that we require (which may include a royalty fee for the right to use the 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, lead aggregators, client management systems, online marketing software, social media companies, manufacturers, non-insurance brokers and other vendors.

7.3.3 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 If applicable, 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 the Franchised Business's full potential.

7.3.5 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 Approved 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 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.

7.3.6 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 to our affiliates) based upon your purchases of Approved Products and Services or other goods and services. These Product Allowances include those based on purchases of Approved Products and Services, other products and services, paper goods, ink, and other items (such as packaging). You assign to us or to 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 the 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 Brand Standards Manual; and (2) any product or service that stores or uses Confidential Information 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 the 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 17.2.17.

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, 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 as provided in Section 13.8).

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 in order to develop and maintain high operating standards, to provide superior client service to clients 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.

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, to our satisfaction, *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 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 ensure the full-time and daily operation of the Franchised Business and as necessary or appropriate for providing quality client experience according to our standards. Following the first anniversary of the Commencement Date, you must maintain a minimum headcount of one (1) Producer for every 1,200 insurance policies sold by you that are in force. We may establish additional requirements for certain positions from time to time, which will be set forth in the Brand Standards Manual.

8.3.1.1 If at any time you fail to meet or exceed the minimum Producer headcount required under Section 8.3.1, then you agree to enroll the additional Producer(s) necessary to comply in our training program within thirty (30) days from the date of deficiency. The additional Producer(s) must attend and successfully complete the initial training program as soon as it is practical to do so (in all cases, the additional Producer(s) shall successfully complete training within 120 days). Failure to hire and enroll the additional Producer(s) within the required timeframe will constitute a default under this Agreement.

8.3.1.2 If you are in default pursuant to Section 8.3.1.1, you will be required to cure the default by enrolling the additional Producer(s) necessary to comply with the minimum Producer headcount 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, we may elect to terminate this Agreement.

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 clients, 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, personal displays at workstations, etc.).

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

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 the 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), then any revenue that results 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 the 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 approved in writing 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 Brand Standards 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 violation of the applicable law or regulation. You agree not to reopen the Franchised Business until 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 Agency Principals, Managers, or 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 Agency Principals, Managers, or employees, the goodwill associated therewith, or our interest therein.

8.4.7 You agree to participate in programs and/or adhere to any then current policies or specifications we develop, maintain or require from time to time with respect to the use of Artificial Intelligence in connection with the development and operation of Goosehead Businesses generally or the Franchised Business. The term "**Artificial Intelligence**" means a field of science concerned with building computers and machines that can reason, learn, and act in such a way that would normally require human intelligence or that involves data whose scale exceeds what humans can analyze.

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 to 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 Brand Standards 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 the Franchised Business. You will have the sole responsibility to fully and faithfully comply with all 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, including all applicable insurance licenses, 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 the 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 *The Franchised Business Condition, Maintenance.* You agree that at all times, you will maintain the Franchised Business in a high degree of repair and condition. You also 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 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, 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 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*. If you are a partnership or a partnership with limited liability, then you agree to: **(a)** confine your activities 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, then you agree to: **(a)** confine your activities 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 *Other Type of Entity*. If you are an entity not identified above, then you agree to: **(a)** confine your activities 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, managers, Owners or partners in your entity; and **(d)** consistent with the transfer restrictions set out in this Agreement, maintain instructions against the transfer of any Ownership interests without our prior written approval.

8.10.5 *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 Client Survey Programs.* We may periodically designate an independent evaluation service to conduct a "mystery shopper," "client 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 Brand Standards 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 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, upon the Commencement Date, we will have the right to identify and implement quantitative operational performance standards (for

example, the number of New Business insurance policies sold 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**").

8.15.1 If your performance under the Performance Standards fails to meet or exceed the performance of the lowest twenty-five percent (25%) in New Business production of all franchised Goosehead Businesses operating under the System and/or in the geographic region, as defined in the Brand Standards Manual, of the Approved Location (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. 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.

8.15.2 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.

8.15.3 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 this Agreement will be terminated pursuant to Section 17.2.

8.16 *Growth Expectations.* Notwithstanding your requirement to meet or exceed the Performance Standards, you recognize that the continuation of your rights to operate the Franchised Business depends on your active and best efforts to continue to develop the Franchised Business and your achievement of certain expectations regarding the continued growth of the Franchised Business (the "**Growth Expectations**"). The Growth Expectations for the Franchised Business will be set out in the Brand Standards Manual, and will not exceed ten percent (10%) in New Business growth each year. You must meet or exceed the Growth Expectations during each year of the term of this Agreement. If you fail to meet or exceed the Growth Expectations in any trailing twelve (12) month period, then you will be in default of this Agreement. Following your receipt of such notice of default, you will have ninety (90) days to meet or exceed the Growth Expectations for the Franchised Business. If you receive two (2) notices of default for failure to meet or exceed the Growth Expectations in any given year, we may elect to terminate this Agreement. This Section 8.16 shall not apply if you write two thousand (2,000) or more New Business policies in any trailing twelve (12) month period.

8.17 *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 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.

8.18 *Non-Compliance Fees*. You acknowledge the importance of operating the Franchised Business in full compliance with this Agreement and the Brand Standards Manual, and that any deviation from any contractual requirement, including any requirement in the Brand Standard Manual, is a violation of this Agreement and will trigger incalculable administrative and management costs for us to address the violation (separate and apart from any damages your violation might cause to the System, our business opportunities, or the goodwill associated with the Proprietary Marks). Therefore, you agree to pay non-compliance fees to us as follows: $500 for each deviation from a contractual requirement under this Agreement, including any requirements in the Brand Standards Manual, identified in writing by us, provided that the Non-Compliance Fee will double to $1,000 if we discover that the same (or a substantially similar) deviation on one or more consecutive, subsequent visits to or inspections of the Franchised Business and will increase again to $1,500 for the second and each subsequent repeat deviation (the "**Non-Compliance Fees**"). You agree that the Non-Compliance Fees are a reasonable estimate of our administrative and management costs and not a penalty. We need not give you a cure opportunity before charging the Non-Compliance Fees, and charging the Non-Compliance Fee does not prevent us from seeking to recover damages to the System, our business opportunities, or the goodwill associated with the Proprietary Marks due to your violation, seeking injunctive relief to restrain any subsequent or continuing violation, and/or formally defaulting you and terminating this Agreement in accordance with its terms. The Non-Compliance Fee does not apply to payment defaults for which we may charge interest.

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. All items bearing the Proprietary Marks must bear our then-current logo.

9.2.2 You will use the Proprietary Marks only for the operation of the Franchised Business and only at the Approved Location, or in franchisor-approved marketing for the business conducted at or from the Approved 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 will not 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 without our written permission;

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); and/or

9.2.7.3 In connection with any employment or human resources 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 will 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 support of litigation involving the Proprietary Marks, 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 and at our discretion, 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, Agency Principals, Managers, employees 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.

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 by 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 the System or of the 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 can no longer 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 Brand Standards Manual*. In order to protect our reputation and goodwill and to maintain high standards of operation under the Proprietary Marks, you agree to conduct your business in accordance with the written instructions that we provide, including the Brand Standards Manual. We will lend to you (or permit you to have access to) one (1) copy of the Brand Standards 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 Brand Standards Manual*. We will have the right to provide the Brand Standards Manual in any format we determine is appropriate (including paper and/or by making some or all of the Brand Standards 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 Brand Standards Manual electronically, you agree to immediately return to us any and all physical copies of the Brand Standards Manual that we have previously provided to you.

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

10.4 *Confidentiality and Use of the Brand Standards Manual*.

10.4.1 The Brand Standards Manual contains our proprietary information and you agree to keep the Brand Standards Manual confidential both during the term of this Agreement and after this Agreement expires or is terminated. Whenever the Brand Standards Manual is not in use by authorized personnel, you agree to maintain secure access to the Brand Standards Manual at the premises of the Franchised Business, and you agree to grant only authorized personnel (as defined in the Brand Standards Manual) with access to the security protocols for the Brand Standards Manual.

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

10.5 *You Agree to Treat the Brand Standards Manual as Confidential*. You agree that, at all times, you will treat the Brand Standards 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 Brand Standards Manual Controls*. You agree to keep your copy of the Brand Standards Manual only at the Franchised Business (and as provided in Section 10.4) and ensure that the Brand Standards Manual is kept current and up to date. You also agree that if there is any dispute as to the contents of the Brand Standards Manual, the terms of the master copy of the Brand Standards Manual that we maintain at our headquarters will control. Access to any electronic version of the Brand Standards Manual will also be subject to our reasonable requirements with respect to security and other matters, as described in Section 14.

10.7 *Revisions to the Brand Standards Manual*. We have the right to revise the contents of the Brand Standards Manual whenever we deem it appropriate to do so, and you agree to make

corresponding revisions to your copy of the Brand Standards 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, and new techniques), as if they were part of this Agreement on the Effective Date; 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.

10.9 *We are Not Joint Employers*. We and you are not joint employers of your employees and other personnel. We do not and will not share or codetermine any of your employees' essential terms and conditions of employment. More specifically, in no case do we have any authority to determine or set your employees': (1) wages, benefits, and other compensation; (2) hours of work and scheduling; (3) the assignment of duties to be performed; (4) the supervision of the performance of duties; (5) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) the tenure of employment, including hiring and discharge; and/or (7) working conditions related to the safety and health of employees. You alone have sole authority to determine any or all your employees' essential terms and conditions of employment.

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 (except as otherwise provided in Section 11.2), communicate, divulge, or use (for yourself and/or for the benefit of any other person (including members of your household), 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 must execute a covenant that the employee will maintain the confidentiality of such information . 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 and agreements, 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, client lists, client data, insurance carrier information, insurance policy information, underwriting guidelines, research, profiles, preferences, and statistics, itemized costs, franchisee composition, territories, and development plans, and all related trade secrets and 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 *Requests from Governmental Authority.* Nothing contained in this Section 11 precludes you from contacting or otherwise engaging with governmental authorities regarding the Franchised Business. However, should you receive a valid legal order or are otherwise required by applicable law to disclose any Confidential Information to any governmental agency or court, you must promptly notify us in writing regarding your receipt of such request and provide a copy of the request and all relevant information regarding the request as it pertains to Confidential Information, including any specific required date for dissemination. Before complying with the request, subject to any specific disclosure deadline in the request, you should provide us at least 14 days' time to review the request and, at our election and expense, permit us to seek a protective order or other remedy with the requesting party. You must provide us with reasonable assistance with any such action we elect to undertake. If we elect not to contest the request or if we are unsuccessful with our efforts and you remain legally compelled to make such disclosure, then you may do so, but you should: **(a)** only disclose that portion of the Confidential Information that it is required to disclose; **(b)** use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment; and **(c)** concurrently provide to us a copy of all information provided to the governmental authority.

11.3 *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 Brand Standards Manual or otherwise in writing, including: **(a)** cash disbursements and weekly payroll journals and schedules; **(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 accounting firm. 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.

12.1.4 Each month you agree to submit to us, in the form we specify and/or utilizing our Required Software, 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. You agree that if you 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 If required by us, no later than the 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, you will provide us (and/or our agents, such as our auditors) with passwords and pass codes necessary to access your computer system in order to conduct the inspections specified in this Section 12.

12.3 *Additional Information*. You also agree to submit to us (in addition to the reports required pursuant to Section 12.1), 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 Brand Standards 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.

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, you also grant to us and to our agents the right to enter the Approved Location 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 Brand Standards 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 Approved Location 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 (the "**Marketing Contribution**"). The Marketing Contribution is payable and/or allocated in the manner and at the times required under Section 4.3 (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; and/or

13.2.1.2 Local marketing, which we may allocate between: **(a)** any regional marketing fund established for your area (a "**Regional Fund**") (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 the 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 the Brand Fund, then the following provisions will apply:

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. 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 and any other purposes described in Section 13. 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 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 to be administered and managed by us. 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 a 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, that we designate.

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.

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, at the time required under Section 4.3, 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 a Regional Fund.

13.4.5 A majority of the Goosehead Businesses in a Regional Fund may vote to increase the amount of each Goosehead Business's contribution to a 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 a Regional Fund in accordance with any such vote by a Regional Fund to increase each Goosehead Business's contribution as provided in this Section 13.4.5.

13.4.6 Although 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 Brand Standards Manual as part of the allocation of the Marketing Contribution specified in Section 13.2. 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 promotions must: **(a)** be in the media, and of the type and format, that we approve; **(b)** be conducted in a dignified manner; and **(c)** conform to the standards and requirements that we 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.

13.8 *Our Review and Right to Approve All Proposed Marketing*. For all proposed software, vendors, advertising, marketing, and promotional plans, you must submit to us samples of such plans and materials, for our review and prior written approval. If you 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 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 Section 13.8.

13.9 *Approved Marketing Programs and Promotions*. 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 to 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 goodwill 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 the 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 or to operate the Franchised Business, 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 ; **(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 client 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, client relationship management, 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 to 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, the Required Software, and 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 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 client 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 the 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 Section, 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 Brand Standards Manual or otherwise in writing the information you agree to collect and maintain on the Computer System used to operate 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 with 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 Brand Standards 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 Brand Standards Manual or otherwise in writing) with respect to connecting to the Extranet, and utilizing the Extranet in connection with the operation of the Franchised Business. The Extranet may include, without limitation, the Brand Standards 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 otherwise approved by us 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, YouTube, 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.

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 Brand Standards 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 your Online Site to reflect information regarding specials and other promotions at the 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. 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. You agree that we may designate, and own, the telephone numbers for the 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 Franchised Business) (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, Owners, Agency 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. 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 the 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. We reserve the right to require you to procure such policies from provider(s) we designate as part of a System-wide insurance program we implement. If we do not designate such provider(s), 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 Approved State, and must include, at a minimum (except that we may reasonably specify additional coverages and higher policy limits for all franchisees periodically in the Brand Standards 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 by you or your employees, with a minimum of One Million Dollars ($1,000,000) of coverage for every Ten Million Dollars ($10,000,000) of annual written premium by the Franchised Business with a floor of One Million Dollars ($1,000,000) of coverage and a maximum deductible of Fifteen Thousand Dollars ($15,000) allowed.

15.1.3 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 You may also be required to purchase the following types of insurance as required in the Brand Standards 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 for a minimum limit equal to at least the greater of One Hundred Thousand Dollars ($100,000) or the amounts required by your umbrella carrier, as well as such other disability benefits type insurance as may be required by statute or rule of the Approved State.

15.2.3 Commercial umbrella liability insurance with limits which bring the total of all primary underlying coverages (commercial general liability, comprehensive automobile liability, and worker's compensation insurance and employer's liability insurance) 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.

15.2.4 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 ninety percent (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 ninety percent (90%) of the replacement cost or the maximum coverage available from the National Flood Insurance Program.

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

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

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 Brand Standards Manual, all written by insurance or bonding companies that we have approved, having a rating as set forth in Section 15.1.

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. 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 (and/or our affiliates), agents, or employees by reason of the negligence of you (and/or your affiliates), your 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, and 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 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, on the first anniversary of the Commencement Date, and on each subsequent anniversary of the Commencement Date, you agree, as required by the Brand Standards 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 the 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 Owners*. 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, an "**Owner**"), and the interest that each Owner 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 *Owners*. We will have a continuing right to designate any person or entity that owns a direct or indirect interest in you as an Owner, 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 the Franchised Business in reliance on your (or your Agency Principal's) 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.

16.4.2 In considering a request for transfer, we will consider, among other things, the qualifications, apparent ability and credit standing of the proposed transferee as if the same were a prospective, direct franchisee of the us; provided that we may, in our sole discretion, set limits from time to time as to the number of Goosehead Businesses you or your affiliates may own and operate at any given time.

16.4.3 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 an Owner under this Agreement, if we designate them as such.

16.4.4 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 an Owner.

16.4.5 Owners 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; provided, 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 an Owner in accordance with this Agreement, and each transferee who is designated an Owner must enter into a written agreement, in a form satisfactory to us, agreeing to be bound as an Owner 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 Owner must guarantee the performance of all such obligations in writing in a form satisfactory to us.

16.5.3 The proposed new Owners (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 You must furnish to us a copy of the contract of sale, including price and payment terms.

16.5.5 We will have the right to require that the transferee execute, for a term ending on the expiration date of this Agreement, the then-current form of our franchise agreement, and such other ancillary agreements that we may require for the Franchised Business, 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), and the terms of which may differ from the terms of this Agreement including, without limitation, a higher percentage Royalty Fee and Marketing Contribution.

16.5.6 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 in Section 8 within the time period that we specify.

16.5.7 You agree to pay in full all of your monetary obligations to us and to 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).

16.5.8 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.

16.5.9 An Owner of the transferee whom we designate to be a new Agency Principal, and those of the transferee's Managers and employees 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 Agency Principal 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 training that we provide. The transferee will be responsible for the salary and all expenses of the person(s) that attend training.

16.5.10 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 Five Thousand Dollars ($5,000) if you complete a transfer to another franchisee currently operating within the System with an Agency Principal or Manager that has successfully completed all of our training programs then in effect. If you complete a transfer to an individual or entity not currently operating within the System or not operating within the System with an Agency Principal or Manager that has successfully completed all of our training programs then in effect, then the transfer fee shall be Fifty Thousand Dollars ($50,000). 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)** if we determine, in our sole discretion, that the transfer is 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.

16.5.11 The transferor must acknowledge and agree that the transferor will remain bound by the covenants contained in Section 19.

16.5.12 If the approved transfer involves the sale of all or any part of your book of insurance business (including Net Revenues payable in connection with that business) to an individual or entity not currently operating within the System or not operating within the System with a Manager or Agency Principal that has successfully completed all of our training programs then in effect, then upon completion of the transfer the transferee must enter into the then-current form of our franchise agreement, and such other ancillary agreements that we may require for the Franchised Business.

16.6 *Right of First Refusal*. If you or any of your Owners wish to accept any *bona fide* offer from a third party to purchase you, any of your material assets, or any direct or indirect interest in you, then all of the following will apply:

16.6.1 You (or the Owner who proposes to sell his/her interest) must promptly notify us in writing of the offer and provide to us the information and documentation relating to the offer that we may require. We will have the right and option, exercisable within thirty (30) days after we have received all such information that we have requested, to send written notice to the seller that we intend to purchase the seller's interest on the same economic terms and conditions offered by the third party. After exercising our right, we will also have the right to conduct additional reasonable due diligence and to require the seller to enter into a purchase agreement in a form mutually acceptable to us and to the seller. If we elect to purchase the seller's interest, then the closing on such purchase will occur within thirty (30) days from the date of notice to the seller of the election to purchase by us.

16.6.2 Any material change in the terms of the offer before closing will constitute a new offer subject to our same rights of first refusal (as set forth in this Section 16.6) as in the case of the third party's initial offer. If we do not exercise the option afforded by this Section 16.6 that will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 16, with respect to a proposed transfer.

16.6.3 If the consideration, terms, and/or conditions offered by a third party are such that we may not reasonably be required to furnish the same consideration, terms, and/or conditions, then we may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, they must attempt to appoint a mutually-acceptable independent appraiser to make a binding determination. If the parties are unable to agree upon one independent appraiser, then we will promptly designate an independent appraiser and you will promptly designate another independent appraiser and those two appraisers

will, in turn, promptly designate a third appraiser; and all three appraisers will promptly confer and reach a single determination (or, if unable to reach a single determination, a valuation determined by a majority vote of those appraisers), which determination will be binding upon both you and us. Both parties will equally share the cost of any such appraisal.

16.6.4 If we exercise our rights under this Section 16.6, then we will have the right to set off all amounts due from you (including one-half (½) of the cost of an appraisal, if any, conducted under Section 16.6.3 above) against any payment to you.

16.7 *Death or Incapacity*. Upon the death or mental incapacity of any person with an interest in this Agreement, the Franchisee, the Franchised Business, or in all or substantially all of the assets of the Franchised Business:

16.7.1 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 (not to exceed six (6) months following such death or mental incapacity), 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 six (6) months after such death or mental incapacity, we may terminate this Agreement, pursuant to Section 17.2. 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. We will not unreasonably withhold any approvals required by this Section 16.7.

16.7.2 We will have the right, but not the obligation, to take such steps as are necessary to manage the Franchised Business until such time as a transfer can be completed pursuant to Section 16.7.1. 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.

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

16.7.3.1 If the transfer of interest described in Section 16.7.1 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.

16.7.3.2 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 assets (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 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.

16.7.3.3 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 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.

16.8 *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.

16.9 *No Transfers to a Non-Franchisee Party to Operate a Similar Business*. You will not transfer or attempt to transfer any or all of the 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.

16.10 *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.

16.11 *Securities Offers*. You and your affiliates shall not conduct any securities offering, whether public or private, without obtaining our prior written consent. Any attempt to do so shall constitute a material breach of this Agreement, subject to immediate termination. If such consent is granted, you must comply with all federal and state securities laws and include a disclaimer in any offering materials that we do not endorse or participate in the offering. You shall also indemnify us from any claims or liabilities related to such offering.

16.11.1 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.

16.11.2 Absent express written consent from us, which may be withheld in our sole discretion, you may not pursue a securities offering for purposes of raising funds to purchase one or franchises in the System as part of an overarching plan to rollup other franchises in the System under a single public or private Franchised Business.

16.11.3 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' securities; **(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 in this Section 16.11.

16.11.4 You (and the offeror if you are not the offering party), your Owners, and all other participants in the offering must fully indemnify us and all of the Franchisor Parties (as defined in Section 21.5.2) in connection with the offering.

16.11.5 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.

16.11.6 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 16.11 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.

16.11.7 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 if: **(a)** 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)** 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)** 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)** proceedings for a composition with creditors under any state or federal law is instituted by or against you; **(e)** a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless an appeal or a supersedeas bond is filed); **(f)** you are dissolved or if execution is levied against your business or property; **(g)** 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)** the real or personal property of the 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 or attempted delivery of our written notice to you:

17.2.1 If you do not obtain an Approved Location for the Franchised Business within the time limits specified under Section 1.2, or if you do not construct and open the Franchised Business within the time limits specified in Sections 5.1 and 8.2, and within the requirements specified in Sections 5 and 8.2;

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 or access to the premises, at the Approved Location, or otherwise forfeit the right to transact business in the Approved State (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 Owners, Agency Principals or Managers are charged with or 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 we receive credible evidence, which we verify to our reasonable satisfaction, that you or any of your Owners, Agency Principals or Managers (regardless of whether such act constitutes a crime) has sexually harassed or intimidated any individual, has engaged in racial, ethnic, religious, sexual or other offensive discrimination against any individual or group, has engaged in conduct that is unethical in relation to the culture

and business values on which the System is founded, or has engaged in any other activity or business practice, any of which we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein, or our owners, directors, officers or employees;

17.2.5 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business;

17.2.6 If you or any of your Owners 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;

17.2.7 If you fail to comply with the requirements of Section 19;

17.2.8 If, contrary to the terms of Sections 10 or 11, you (whether or not through the actions or omissions of your Owners, Agency Principals, Managers, employees, agents or representatives) disclose or divulge the contents of the Brand Standards Manual or other Confidential Information;

17.2.9 If an approved transfer of an interest in you is not completed within a reasonable time, as required by Section 16.7;

17.2.10 If you (whether or not through the actions or omissions of your Owners, Agency Principals, Managers, employees, agents or representatives) knowingly maintain false books or records, or submit any false reports (including information provided as part of your application for the Franchised Business) to us;

17.2.11 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;

17.2.12 If, after receipt of notice from us, you or your Owners, Agency Principals, Managers or employees continue to sell or use any products or services from or in the Franchised Business that are not Approved Insurance Products or Approved Products and Services;

17.2.13 If you or your Owners, Agency Principals, Managers or employees engage in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice, or if you allow any of your employees to operate dishonestly or carelessly;

17.2.14 If you or your Owners, Agency Principals, Managers or employees misuse or misappropriate login information for access to the Computer System, Required Software, or the websites or databases of Approved Carriers or Approved Suppliers;

17.2.15 If an Approved Carrier terminates its ongoing business relationship with you, your Agency Principals or your Managers for cause;

17.2.16 If you or your Agency Principals or Managers fail to maintain the insurance licenses required to sell or service property and casualty insurance;

17.2.17 If you or your Agency Principals or Managers fail to successfully complete any required training programs to our reasonable satisfaction and/or if you do not timely enroll in or complete the initial training program as required under Section 6.2.1;

17.2.18 If the Franchised Business uses or sells any Prohibited Insurance Products or any Prohibited Products and Services;

17.2.19 If you make or permit any of your Owners, Agency Principals, Managers or employees to make any unauthorized or improper use of the Proprietary Marks, if you use or permit any of your Owners, Agency Principals, Managers or employees to 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 Owners, Agency Principals, Managers or employees 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 the Proprietary Marks with any agency (public or private) for any purpose without our prior written consent to do so;

17.2.20 If you or your Owners, Agency Principals, Managers or employees violate our External Communications and Media Policy, as set forth in the Brand Standards Manual;

17.2.21 If you receive two (2) notices of default for failure to meet or exceed the Growth Expectations in any given year;

17.2.22 If the Franchised Business is placed in default status pursuant to Section 8.15, and you fail to cure the default; and/or

17.2.23 If you or your Owners, Agency Principals, Managers or employees fail to comply with the Brand Standards Manual to the extent that such failure is not subject to cure.

17.3 *With Notice and Opportunity to Cure*.

17.3.1 Except as otherwise provided in Sections 17.1 and 17.2, if you are in default of your obligations under this Agreement or the Brand Standards Manual, then we may terminate this Agreement by giving you written notice of termination 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 Brand Standards Manual). You may, however, avoid termination by: **(a)** immediately initiating a remedy to cure such default; **(b)** curing such default to our satisfaction; **(c)** promptly (within ten (10) days) providing written notice to us that you will cure such default; 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 such default, 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.

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, 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, such action will be without prejudice to our right to terminate this Agreement in accordance with Sections 17.2 or 17.3, 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).

17.8 *Requested Termination*. You will have the right, prior to you, your Agency Principal, your Manager, or any of your employees beginning the initial training program described in Section 6.2.1 (including the online training component), to elect to terminate this Agreement upon written notice to us. If you elect to terminate this Agreement pursuant to this Section 17.8, you agree to enter into a termination agreement with us in the form we require, which will include a mutual release, excluding your obligations under Section 11, 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 Owners (and any other parties that we reasonably request) must also sign and deliver such release to us.

18 OBLIGATIONS UPON TERMINATION, NON-RENEWAL, OR EXPIRATION

Upon termination, non-renewal or expiration of this Agreement, all rights granted under this Agreement to you will immediately 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 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" or "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 Approved Location and/or the premises at the Approved Location.

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 used to operate 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 the expiration or non-renewal of this Agreement, we shall buy from you (and/or your affiliates) your economic interest in the Franchised Business. We may elect in our sole discretion (but are not required) 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 (12) 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 those 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 immediately pay all sums owing to us and our affiliates (regardless of 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 such 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.

18.9 *Return Confidential Information*. You agree to immediately return to us the Brand Standards 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 Owners, 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 under this Agreement, 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 any notice of default (or, if you have been operating for less than twelve (12) months, the average of your monthly Royalty Fees, or the Minimum Royalty, whichever is greater, for the number of months you have operated the Franchised Business); and **(b)** multiplied by the lesser of thirty-six (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 your Agency 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; 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 the term of this Agreement.

19.3 *Covenant Not to Compete or Engage in Injurious Conduct.* Accordingly, you covenant and agree that, during the term of this Agreement and, subject to then applicable law, for a continuous period of two (2) years after the non-renewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16, 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 interest whatsoever in, or render services or give advice to, any Competitive Business or otherwise Compete against us or our affiliates. During the term of this Agreement, there is no geographical limitation on the restrictions set forth herein. During the two (2) year period following the expiration, non-renewal, or earlier termination of this Agreement, or a transfer as contemplated under Section 16, these restrictions will apply within a twenty-five (25) mile radius from the Approved Location 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, personal, or commercial property located within the Restricted Area; **(2)** receiving any compensation or remuneration associated with any personal or commercial insurance lines policies (i) for any person that resides within the Restricted Area or that covers any real, personal or commercial property located within the Restricted Area or (ii) sold or serviced by any Competitive Business operating in the Restricted Area; and **(3)** soliciting or accepting business from Referral Sources located within the Restricted Area.

19.4 *Restriction on Soliciting Clients and Prospective Clients.* You agree that during the term of this Agreement, you will not attempt to call on, solicit, accept business from, or take away any clients or Prospective Clients 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 Clients or clients of the Franchised Business or of us or our affiliates, 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 non-renewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16. The term "**Prospective Client**" 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 during the term of this Agreement and for a continuous period of two (2) years after the non-renewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16.

19.6 *Restriction on Soliciting Referral Sources*. You agree that during the term of this Agreement, and for a continuous period of two (2) years after the non-renewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16 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 the Franchised Business or to us or our affiliates of clients who successfully purchased 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 the 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 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. 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.

19.8 *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 (2) year obligation specified above.

19.9 *Publicly-Held Entities*. Section 19.3 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.

19.10 *Personal Covenants*. Subject to any restrictions under then current applicable law in your jurisdiction, you agree to require and obtain execution of covenants similar to those set forth in Sections 9.3, 11, 16, 18, and this Section 19 (as modified to apply to an individual), from your Agency Principals, Managers, employees and other managerial and/or executive staff, as well as your Owners. The covenants required by this Section must be in the forms provided in Exhibit D to this Agreement, except that you must first modify the covenants as necessary to comply with then current applicable law in your jurisdiction, which you are solely responsible for reviewing and confirming in connection with your obtaining personal covenants under this Section. 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.

19.11 *Construction*. The parties agree that each of the foregoing covenants in this Section 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.

19.12 *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.

19.13 *Covenant as to Anti-Terrorism Laws*. You and the Owners agree to comply with and/or to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws. 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.

19.14 *Book of the Business*. You specifically acknowledge that all insurance policies sold by you, your Agency Principals, Managers or employees 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.

19.15 *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 Franchised Business. 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 Franchised Business, 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 Brand Standards 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 the Franchised Business, even though we will share the brand and Proprietary Marks as specified in this Agreement, and neither this Agreement nor the System, guidance, Computer System, Required Software, 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 agreement with 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 Approved Insurance Products or Approved Products and Services to clients 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, non-renewal, termination, or transfer 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*. 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 and any actual or alleged claim that we and you are joint employers of any of your employees or personnel), 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 executives, 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 attorneys' 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. 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 Brand Standards Manual, any changes that we make to the Brand Standards 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 franchise disclosure document (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 FDD 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, us, and such of our respective successors and assigns as may be contemplated (and, as to you, permitted) by Section 16, any rights or remedies under or by reason of this Agreement.

26.4 *Captions Do Not 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, non-renewal, termination, or transfer of this Agreement, will so survive the expiration, non-renewal, termination, and/or transfer 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 Certified Public Accountant), 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 e-mail or the internet. 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, then except as otherwise provided in Sections 27.5 and 27.6, 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to our then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of our then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to our then-current principal place of business.

27.2.1 In any arbitration proceeding, there shall be a single arbitrator selected in accordance with the JAMS rules (or AAA rules, if applicable).

27.2.2 The party initiating arbitration shall pay the filing fee of the arbitration administrator, 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 (or AAA rules, if applicable). 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. The term "Prevailing Party" shall be the party who, as determined by the arbitrator, substantially obtains or defeats the relief sought in arbitration.

27.2.9 If any portion of this Section is held to be invalid or unenforceable, or if any portion of this Section would, if effective, violate applicable law, that portion of this Section shall

be void and of no effect, but the remainder of this Section shall remain in full force and effect.

27.2.10 The parties agree that this Section shall survive the expiration, non-renewal, termination, or transfer 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 Sections 27.5 and 27.6). Any such mediation will be non-binding. The mediation shall be conducted by JAMS and shall be conducted pursuant to the then-current rules of JAMS. The mediation will be held in the JAMS office at its location nearest to our then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of our then-current principal place of business, then the mediation will be conducted by the AAA pursuant to the then-current AAA rules at an AAA approved location nearest to our then-current principal place of business. 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 if you commence an action in court or arbitration against us without first engaging in mediation as required by this provision.

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 *Collection of Amounts Owed*. Notwithstanding anything to the contrary in this Agreement, claims solely related to the collection of amounts owed to us, including, without limitation, unpaid Royalty Fees, Marketing Contributions, Technology Fees, and all other sums due to us under this Agreement, may be brought by us in any court of competent jurisdiction without first resorting to mediation or arbitration in accordance with this Agreement.

27.7 ***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.**

27.8 ***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.**

27.9 ***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.**

27.10 *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, non-renewal, expiration, or transfer 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, 11 and 17); **(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 and/or **(c)** successfully defending a claim from you in a court outside of Texas and the case is then moved back to Texas pursuant to Section 27.1.

28 ACKNOWLEDGMENTS

28.1 *Your Investigation of the Franchised Business Possibilities.* You acknowledge and agree that you have conducted an independent investigation of the Franchised Business, 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 and Agency Principals 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 that you received a copy of this Agreement, the exhibits, and agreements relating to this Agreement (if any), with all of the blank lines filled in, and had 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 the 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 the 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 the 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 Franchised Business 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 *Signatories*. Each person signing this Agreement as the "Franchisee" (each, a "**Signatory**") agrees 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 they represent and can act on behalf of all the other Signatories 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;

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; and

28.13.7 Each of the Signatories agree, no later than sixty (60) days following the Effective Date, to form a corporation, partnership, limited liability company or other entity, owned solely by the Signatories, and to transfer this Agreement and all of the Signatories' interests in and rights and obligations under this Agreement to such entity, which transfer we must approve in advance in writing.

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, owners, 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 parents, 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 the FDD and its exhibits or otherwise impair or affect any claims arising after the date of this Agreement.*

*****

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement in duplicate as of the Effective Date set forth in Franchisee's signatures section below.

Goosehead Insurance Agency, LLC Franchisor	_____ Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner
	Effective Date: _____
Address for Notices:	Address for Notices:
1500 Solana Blvd., Suite 4500 Westlake, Texas 76262	
Attn: Legal Department	

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

In order to induce Goosehead Insurance Agency, LLC ("**Franchisor**") to sign the Goosehead Insurance Franchise Agreement between Franchisor and _____ ("**Franchisee**"), dated _____ (the "**Agreement**"), each of the undersigned parties (herein after referred to as "**Guarantor**"), 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 (the **"Guarantee"**).

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

1. Upon Franchisor's demand, Guarantor will immediately make each payment required of Franchisee under the Agreement and/or any other contract with Franchisor and/or its affiliates.

2. Guarantor 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.

3. 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/or 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/or Franchisor's affiliates).

4. Guarantor 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/or Franchisor's affiliates) and/or any amendment to the Agreement.

5. Guarantor will be personally bound by all of Franchisee's covenants, obligations, and promises in the Agreement (and any other contract with Franchisor and/or Franchisor's affiliates).

6. Guarantor 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, non-renewal or expiration of this Agreement), and **Section 19** (generally regarding covenants against competition) of the Agreement.

7. Guarantor 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 (1) year, agreement to arbitrate 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 Guarantor's personal capacity)	(in Guarantor's personal capacity)	(in Guarantor's personal capacity)
Printed Name: _____	Printed Name: _____	Printed Name: _____
Date: _____	Date: _____	Date: _____

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT B
LIST OF OWNERS

Name of Owner	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

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(to be signed by franchisee with its executive/management and/or personnel)

THIS CONFIDENTIALITY AND NON-DISCLOSURE AND AGREEMENT ("**Agreement**") is made on _____, by and between _____ (the "**Franchisee**"), and _____, who is an Owner, Agency 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 personal lines insurance, auto insurance, home insurance, motorcycle insurance, RV insurance, boat insurance, condo insurance, renters insurance, commercial insurance, life insurance, etc., operating in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks (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 their 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 Franchised Business which may be communicated to Member or of which Member may be apprised by virtue of Franchisee's 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 and agreements, 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, client lists, client 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. Publicly Traded. Member recognizes that Franchisor's parent, Goosehead Insurance, Inc., is a publicly traded company on the NASDAQ stock exchange. Member acknowledges and agrees that Member 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.

4. 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.

5. 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.

6. 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.

7. 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).

8. 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.

9. Arbitration. Except as provided in Section 2, 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to Franchisor's then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of Franchisor's then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to Franchisor's then-current principal place of business.

10. 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: Agency Owner	

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT D-2

IN-TERM NON-COMPETITION AGREEMENT
(to be signed by franchisee with its executive/management and/or personnel)

THIS IN-TERM NON-COMPETITION AGREEMENT ("**Agreement**") is made on _____, by and between _____ (the "**Franchisee**"), and _____, who is an Owner, Agency 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 personal lines insurance, auto insurance, home insurance, motorcycle insurance, RV insurance, boat insurance, condo insurance, renters insurance, commercial insurance, life insurance, etc., operating in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks (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 their 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.

1.1 *Confidentiality.* Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of their position with Franchisee, Member will receive valuable trade secrets, specialized training and confidential information, including, without limitation, information regarding the development, operation, management, purchasing, sales, promotional, and marketing methods and techniques of Franchisor and the System.

1.2 *Non-compete*. Member hereby covenants and agrees that, during the term of the Franchise Agreement, 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 interest whatsoever in, or render services or give advice to, any Competitive Business or otherwise Compete against Franchisor or its affiliates. During the term of the Franchise Agreement, there is no geographical limitation on the restrictions set forth herein. The term "**Compete**" shall mean any of the following: (1) writing or selling insurance policies (2) receiving any compensation or remuneration associated with any personal or commercial insurance lines policies; and (3) soliciting or accepting business from Referral Sources.

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

1.4 *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.

1.5 As used in this Agreement:

1.5.1 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 Franchised 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;

1.5.2 The term "**Prospective Client**" include any person or entity that received a quote insurance from the Franchised Business at any time in the prior six (6)-month period or any person or entity whose information was provided to the Franchised Business at any time during the prior six (6) months; and

1.5.3 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 (2) or more referrals to the Franchised Business or to Franchisor or its affiliates of clients who successfully purchased 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 Section 2, 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to Franchisor's then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of Franchisor's then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to Franchisor's then-current principal place of business.

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: Agency Owner	

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT D-3

POST-TERM NON-COMPETITION AGREEMENT
(to be signed by franchisee with its executive/management and/or personnel, subject to any then current applicable laws invalidating post-term noncompetition covenants or otherwise prohibiting employers from requiring employee to agree to post-term noncompetition covenants as a condition to their employment. NOT CURRENTLY FOR USE IN CALIFORNIA.)

THIS POST-TERM NON-COMPETITION AGREEMENT ("**Agreement**") is made on _____, by and between _____ (the "**Franchisee**"), and _____, who is an Owner, Agency 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 personal lines insurance, auto insurance, home insurance, motorcycle insurance, RV insurance, boat insurance, condo insurance, renters insurance, commercial insurance, life insurance, etc., operating in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks (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 their 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.

1.1 *Confidentiality* Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of their position with Franchisee, Member will receive valuable trade secrets, specialized training and confidential information, including, without limitation, information regarding the development, operation, management, purchasing, sales, promotional, and marketing methods and techniques of Franchisor and the System.

1.2 *Non-compete*. Member covenants and agrees that for Post-Term Period, 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 interest whatsoever in, or render services or give advice to, any Competitive Business or otherwise Compete against Franchisor or its affiliates. These restrictions will apply within a twenty-five (25) mile radius from the Approved Location 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. 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, personal, or commercial property located within the Restricted Area; (2) receiving any compensation or remuneration associated with any personal or commercial insurance lines policies (i) for any person that resides within the Restricted Area or that covers any real, personal or commercial property located within the Restricted Area or (ii) sold or serviced by any Competitive Business operating in the Restricted Area; and (3) soliciting or accepting business from Referral Sources located within the Restricted Area.

1.3 *Restriction on Soliciting Clients and Prospective Clients*. 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 client or Prospective Client 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 .

1.4 *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.

1.5 *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.

1.6 As used in this Agreement:

1.6.1 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 of the Franchise Agreement;

1.6.2 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, non-renewal, 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. Any period of non-compliance with the requirements of this Section, 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 herein;

1.6.3 "**Prospective Client**" includes any person or entity that received a quote for insurance from the Franchised Business at any time in the six (6)-month period preceding the earlier of the Member's termination from the Franchised Business and/or the termination, expiration, non-renewal, or transfer of the Franchise Agreement or any person or entity whose information was provided to the Franchised Business at any time in the six (6) -month period preceding the earlier of the termination of the Member from the Franchised Business or the termination, expiration, non-renewal, or transfer of the Franchise Agreement; and

1.6.4 "**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 clients who successfully purchased insurance products during the prior twenty-four (24) month period prior to the termination, expiration, non-renewal, or transfer of the Franchise Agreement, and 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 Section 2, 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to Franchisor's then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of Franchisor's then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to Franchisor's then-current principal place of business.

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: Agency Owner	

EXHIBIT B

RELEASE

This **RELEASE** (**"Release"**) is made effective as of _____, 20__ (the "**Effective Date**"), 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"**) 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 _____ (the **"Franchise Agreement"**) for the development and operation of a Goosehead Insurance franchised business.

B. The Franchise Agreement requires that Franchisee execute a general release in favor of Franchisor (defined below) as a condition for Goosehead's approval of a proposed [renewal]/[transfer] of the Franchise Agreement and/or Franchisee's rights under the Franchise 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. WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE. Franchisee, for itself and for the Franchisee Parties (defined below), acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. With respect to those claims, demands, obligations, liabilities, actions, and causes of actions being released pursuant to this Release, Franchisee, for itself and for the Franchisee Parties, acknowledge that they are releasing unknown claims and waive all rights they have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. Franchisee, for itself and for the Franchisee Parties, acknowledges that this Release extends to claims which the Franchisee Parties do not know or suspect to exist in favor of Franchisor at the time of executing this Release, which if known by the Franchisee Parties may have materially affected their decision to enter into this Release. It is understood by the Franchisee Parties that the facts in respect of which this Release is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. The Franchisee Parties, therefore, expressly assume the risk of the facts turning out to be so different and agrees that this Release shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

b. Franchisee, on behalf of itself and its attorneys, insurers, officers, directors, stockholders, agents, servants, representatives, employees, successors,

predecessors, assigns, heirs, executors, administrators, estates, parents, affiliates and subsidiaries, whether named herein or not (collectively, "**Franchisee Parties**"), 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, **"Franchisor"**) from any and all Claims, whether known or unknown, including but not limited to, arising out of or relating to the Franchise Agreement, which Franchisee has, may have, had, or may have had against Franchisor from the beginning of time until the Effective Date. It is acknowledged that the facts in respect of which this Release is given may hereinafter turn out to be different from the facts now known by Franchisee to be true. However, 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.

c. Franchisee represents and warrants that Franchisee may later learn of new or different facts, but that still, it is Franchisee'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").

d. As used in this Release, **"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.

2. **Covenant Not to Sue.** Franchisee, jointly and severally on behalf of itself and on behalf of the Franchisee Parties, hereby covenants and agrees that the Franchisee Parties will not commence, maintain, participate in, or prosecute any suit against Franchisor for any Claims that any of the Franchisee Parties now own or hold or may at any time have owned or held from the beginning of time through the Effective Date.

3. **Advice of Counsel.** By affixing its signature to this Release, Franchisee, on behalf of itself and the Franchisee Parties, acknowledges that it has: (a) carefully read and fully understands the provisions of this Release, including, specifically, the release of Claims set forth in Section 1 and the covenant not to sue set forth in Section 2, and that its release of such Claims and covenant not to sue is knowing and voluntary; (b) had a reasonable opportunity to consult with an attorney prior to executing this Release; and (c) has executed this Release voluntarily.

4. **Representations and Warranties.** Franchisee represents and warrants to 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.

5. Confidentiality.

a. With the exception of government mandated filings and disclosures, which are hereby acknowledged by the Parties as excluded from this provision of the Release, the Parties agree that they, including their attorneys and representatives have not and shall not reveal to anyone, other than as may be mutually agreed to in writing, any of the terms of this Release or any of the numbers or terms and conditions of any sums payable hereunder except (i) as required by reinsurers, auditors, accountants or regulators in the ordinary course of business or governmental oversight, (ii) as required by subpoena or applicable law, or (iii) as necessary to enforce the Release. The Parties agree that should any party hereto receive a subpoena or other legal request for a copy of this Release or for details associated with the contents hereof, they will immediately notify the other Party in writing to afford the other Party an opportunity to respond to the request or to seek appropriate legal action to prevent disclosure of the Release or its contents.

b. Franchisee acknowledges that the covenants in this Section 5 are reasonable and necessary for the protection of the interests of Goosehead and that irreparable injury will result to Goosehead and its business if any provision of this Section 5 is breached for which damages are not an adequate remedy. Franchisee agrees that if there should be any breach or threatened breach of any provision herein, Goosehead shall be entitled to an ex parte injunction prohibiting such conduct (in addition to other remedies available at law), and in the event final judgment is entered in favor of Goosehead, Franchisee will reimburse Goosehead for all court costs and legal fees, including attorney's fees, incurred in enforcing this Release or obtaining relief hereunder.

6. Non-Disparagement. Franchisee agrees that in exchange for the consideration provided under this Release, Franchisee will not directly or indirectly, disparage, make, or publish any derogatory, slanderous, or libelous comments about Franchisor in any matter likely to be harmful to its business, business reputation, or the personal reputations of Franchisor's officers, managers, consultants, employees, past or present partners, directors, shareholders, affiliates, and/or their successors. Furthermore, Franchisee agrees that it will not solicit from any third party, any comments, statements, or like that may be considered negative or derogatory or detrimental to the good name and business reputation of Franchisor, including but not limited to Franchisor's business, officers, managers, consultants, employees, past or present partners, directors, shareholders, affiliates, and/or their successors.

7. Choice of Law. This Release shall be governed by and interpreted in accordance with the laws of Texas, without regard to its conflict of law principles.

8. **Arbitration.** Any dispute, claim, controversy, or cause of action incident to or arising from the terms of this Release, or the relationship created by this Release, 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, Westlake, Texas).

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

b. The Party initiating arbitration shall pay the filing fee, if any.

c. 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.

d. The arbitrator shall render their decision based solely on the terms of this Release 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 their 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.

e. 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 the Parties will be applied in any subsequent arbitration proceeding between the Parties. No decision by the arbitrator of an issue that arises in any arbitration proceeding between Goosehead and another franchisee of Goosehead can be applied in any arbitration proceeding between the Parties.

f. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction.

g. Any disputes concerning the enforceability or scope of this 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 Party commences any action in any court of a claim that is arbitrable under this Release, the Party commencing the action shall pay the costs, including without limitation reasonable attorney's fees, incurred by the other Party in enforcing the arbitration clause.

h. 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.

i. The Parties agree this Section 8 shall survive the expiration or termination of this Release.

9. Miscellaneous.

a. 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.

b. In the event that any party to this Release incurs attorneys' fees or other expenses as a result of any dispute 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. The term "**Prevailing Party**" shall be the party who, as determined by the arbitrator, substantially obtains or defeats the relief sought in arbitration.

c. 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.

d. 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.

e. 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.

f. 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.

g. This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

[Signatures on the next page]

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

Goosehead Insurance Agency, LLC	_____
Franchisor	Franchisee
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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 Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 or (866) 275-2677 Website: http://www.dfpi.ca.gov/ Email: Ask.DFPI@dfpi.ca.gov	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910
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, Building 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, 2nd Floor 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 Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

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. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 or (866) 275-2677 Website: http://www.dfpi.ca.gov/ Email: Ask.DFPI@dfpi.ca.gov	**NEW YORK** Secretary of State of New York 99 Washington Avenue Albany, NY 12231 (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 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** Insurance Commissioner North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910
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, Building 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, 2nd Floor 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, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT E-1

LIST OF CURRENT FRANCHISEES

*** indicates signed agreement but unit not yet open as of 12/31/2025**
**** indicates agreement signed after 12/31/2025**

EXHIBIT E-1

LIST OF CURRENT FRANCHISEES

*** indicates signed agreement but unit not yet open as of 12/31/2025**
**** indicates agreement signed after 12/31/2025**

Franchisee Name	Location Street	City	State	Zip	Office
The Daniel Agency, LLC	2081 Columbiana Road, Suite 11	Vestavia Hills	AL	35216	(205) 729-5566
Virtue Policy LLC	3524 Decatur Highway, Suite 300A	Fultondale	AL	35068	(205) 650-4711
Cranston Holden Agency LLC	3322 South Memorial Parkway, Suite 06-639D	Huntsville	AL	35801	(256) 692-8133
J.D. Insurance, LLC	4625 Valleydale Road, Suite 216	Indian Springs Village	AL	35242	(910) 466-7926
J.Goolsby Agency, LLC	63 South Court Square, Unit A,	Troy	AL	36081	(334) 659-2300
Cahaba Legacy Partners LLC	2700 Corporate Drive, Suite 200,	Birmingham	AL	35242	(205) 582-0273
Mays and Wade Group LLC	137 Business Center Drive	Birmingham	AL	35244	(205) 506-2585
KDM P&C, LLC	1818 University Boulevard	Tuscaloosa	AL	35401	(205) 409-4480
Melonie Jeffrey Agency LLC	2098 Schillinger Road South, Suite 1	Mobile	AL	36695	(251) 263-7924
The Bosse Agency LLC	3644 Vann Road, Suite 132	Birmingham	AL	35235	(205) 545-4509
Reelife LLC	4981 Green Valley Road	Southside	AL	35907	(678) 590-0889
Ricky Phillips Agency LLC	1300 Meridian Street, Suite 200a	Huntsville	AL	35801	(256) 573-9677
Rising From the Ashes LLC	2170 Clearbrook Road, Suite 204	Hoover	AL	35226	(205) 285-3919
JJ Wiggins Insurance LLC	6721 Grelot Road Suite C	Mobile	AL	36695	(251) 385-5033
HCP Battle, LLC	2015 2nd Ave N Suite 450	Birmingham	AL	35203	(205) 379-7007
BRKS Systems, Corp.	2105 Old Montgomery Highway, Suite 202,	Pelham	AL	35124	(205) 286-8994
Alexis Ungerank LLC	2894 North McKee Circle, Suite 113	Fayetteville	AR	72703	(214) 447-0082
Ashley M. Rogers	1141 East Main Street, Suite 202	Batesville	AR	72501	(970) 632-2422
Boles Holdings LLC**	915 West Main Suite D - #14,	Russellville	AR	72801	(479) 244-4665

Dallas Sexton Insurance Agency, LLC	2503 Pine Street, Suite 1	Arkadelphia	AR	71923	(501) 232-2283
LMCC-BOLD LLC	1912 South Walton Boulevard, Suite C	Bentonville	AR	72712	(479) 319-3603
GP Capital Investments, LLC	2005 E Highland Dr. Suite 210	Jonesboro	AR	72401	(870) 569-3995
Paul A. D'Spain	1920 Main Street, Suite 218	North Little Rock	AR	72114	(501) 743-5574
TMSJ Insurance Agency, LLC	3500 North College Avenue, Suite B4	Fayetteville	AR	72703	(479) 225-9455
Lucky Penny Insurance LLC	15950 N 76th Street, Suite 105	Scottsdale	AZ	85260	(602) 922-9956
The Wright Insurance Brokerage LLC	11225 North 28th Drive, Suite A102-12	Phoenix	AZ	85029	(602) 396-4421
Cover Your Assets Insurance, LLC	15100 North 78th Way, Suite 203	Scottsdale	AZ	85260	(480) 896-2188
Marsella Insurance, LLC	12725 West Indian School Road, Suite E-101	Avondale	AZ	85392	(623) 267-5650
Kinder Agency LLC**	60 East Rio Salado Parkway, Suite 501	Tempe	AZ	85281	(480) 770-6430
E. Schultz Insurance Agency LLC	906 West University Avenue, Suite 140	Flagstaff	AZ	86001	(928) 239-5705
Fly Above the Rest, LLC	7950 East Acoma Drive, Suite 205	Scottsdale	AZ	85260	(480) 420-4213
Greenlight Insurance PLLC	7950 E Acoma Dr ste 206	Scottsdale	AZ	85260	(480) 896-2040
'The Frieze Agency LLC'	3707 East Southern Avenue, 1st and 2nd Floor, Suite 2031	Mesa	AZ	85206	(623) 267-4884
LAAS, Inc	7600 North 15th Street, Suite 150	Phoenix	AZ	85020	(602) 654-1312
Capitan Insurance LLC	4570 North 1st Avenue Suite 120	Tucson	AZ	85718	(520) 336-9310
Sooper Yoopers LLC	706 East Bell Road, Suite 213	Phoenix	AZ	85022	(623) 352-6656
Tri-State Insurance Company, LLC	1166 East Warner Road Suite 219	Gilbert	AZ	85296	(480) 787-2344
SDAZ AGENCY LLC	10115 East Bell Road, #105	Scottsdale	AZ	85260	(602) 517-0085
TM Insurance LLC	2700 Gilbert Road, Suite 5	Chandler	AZ	85286	(623) 267-3838
Thomason Family Insurance Services, Inc	15150 West Park Place, 2nd floor, Office 2037	Goodyear	AZ	85395	(602) 830-3255
Daniel G Martinez Agency PLLC	1555 Plaza West Drive, Suite B	Prescott	AZ	86303	(602) 641-6110
Stellar Partners Insurance LLC	6893 North Oracle Road, Suite 111	Tucson	AZ	85704	(520) 527-4009

The Marsala Agency, LLC	16930 East Palisades Boulevard, Suite 149,	Fountain Hills	AZ	85268	(602) 698-7706
Brown Financial Group LLC	7014 East Camelback Road, Suite B100A,	Scottsdale	AZ	85251	(602) 396-5704
CULLEN RISK ADVISORS LLC	2425 East Camelback Road, Suite 150,	Phoenix	AZ	85016	(309) 320-5560
Team Ketchum Agency, LLC	23910 North 19th Avenue, Suite 34	Phoenix	AZ	85027	(480) 999-2923
Shane D. Rutz*		Phoenix	AZ	85022	(309) 642-8729
Whittak W. Sun*		Chandler	AZ	85249	(480) 824-2915
Cropp Insurance Agency Inc.	8401 East 22nd Street	Tucson	AZ	85710	(520) 885-3100
JF Family Holdings LLC	610 W. Broadway, Suite 112	Tempe	AZ	85282	(512) 201-4126
LFG Enterprises, LLC	538 South Gilbert Road, Suite 105	Gilbert	AZ	85296	(480) 992-4233
LFG Enterprises, LLC	538 South Gilbert Road, Suite 105	Gilbert	AZ	85296	(480) 992-4233
Cropp Insurance Agency, Inc.	8401 East 22nd Street	Tucson	AZ	85710	(520) 885-3100
Cropp Insurance Agency Inc.	7950 E Acoma Dr, #206	Scottsdale	AZ	85260	(520) 885-3100
The Hoevelman Agency Arizona Agency LLC	2325 East Camelback Road, Suite 400	Phoenix	AZ	85016	(407) 545-5352
Angie Matthews Insurance Services LLC*		Stockton	CA	95207	(209) 593-1572
Danddy E. Jebri**		Woodland	CA	95776	(530) 341-6426
Nopha Insurance Services LLC	1475 N Broadway, Suite 440	Walnut Creek	CA	94596	(925) 441-7126
The Stronghold Insurance Agency Inc.	15437 Anacapa Road, Suite 32	Victorville	CA	92392	(909) 295-4186
Aldo Bermudez Insurance Agency Inc	3333 E. Concourse Ste. 7102	Ontario	CA	91764	(909) 458-0509
Anmol S. Grewal	912 11th Street Suite 201-6,	Modesto	CA	95354	(209) 608-6790
Noble Insurance Services, Inc.	155 N. Lake Avenue, Suite 804	Pasadena	CA	91101	(818) 679-7292
APL insurance agency incorporated	1237 West Glenoaks Boulevard	Glendale	CA	91201	(818) 767-0555
Asha The Brand LLC	111 West Ocean Boulevard, 4th Floor, Suite 443	Long Beach	CA	90802	(562) 735-0010

Watson Insurance Services Inc.	28693 Old Town Front Street, Suite 300-B	Temecula	CA	92590	(949) 304-1700
CMZ Corp	358 West 4th Street	Claremont	CA	91711	(909) 966-5580
CPowell Agency LLC	13735 Victory Boulevard, Suite 09	Van Nuys	CA	91401	(818) 572-8034
Crystal Javier Insurance Services LLC	555 5th Street, Suite 300F	Santa Rosa	CA	95401	(707) 316-8240
DWG Insurance Services Inc.	18017 Sky Park Circle, Suite A	Irvine	CA	92614	(714) 462-1166
Lapicola Risk Advisors LLC	309 Lennon Lane, Suite 102	Walnut Creek	CA	94598	(925) 954-1559
3D Insurance Agency, LLC	1215 West Imperial Highway, Suite 217	Brea	CA	92821	(657) 341-1399
DWWINC. LLC	36914 Avenue 12, Unit 16	Madera	CA	93636	(209) 355-9456
Dennis Guthrie	3875 Taylor Road, Suite 200	Loomis	CA	95650	(916) 660-5804
Fadi A. Chiha	9017 Reseda Boulevard, Suite 210	Los Angeles	CA	91324	(818) 818-3481
The Ocean Insurance Agency LLC	3825 32nd Street	San Diego	CA	92104	(760) 688-7420
Oatie and Fam Insurance Agency Inc	2942 Century Pl, Suite 708	Costa Mesa	CA	92626	(714) 943-1537
Cruz Family Insurance Agency LLC	8050 North Palm Avenue, Suite 300	Fresno	CA	93711	(559) 721-6111
HENRIK MARCARIAN INSURANCE AGENCY INC	110 North Artsakh Avenue, Suite 201	Glendale	CA	91206	(818) 532-9247
Ivan A. Calvillo	235 E. Middlefield Road, Suite #3	Mountain View	CA	94043	(925) 518-5037
Endurance Insurance Services, Inc.	1920 Highway 65, Suite 140-Office 6	Wheatland	CA	95692	(916) 458-0840
Coverus, Inc	500 La Terraza Blvd, #150	Escondido	CA	92025	(619) 992-9448
Depuy Family, LLC	130 Allison Court, Suite 2C	Vacaville	CA	95688	(925) 964-6262
Jeffrey S. Fitch	6994 El Camino Real, Unit 209	Carlsbad	CA	92009	(760) 284-8736
Lendl Insurance Solutions, LLC	1700 Eureka Road, Suite 155, Office E	Roseville	CA	95661	(916) 330-4143
Hornbuckle Insurance Agency Inc.	1304 East Street, Unit 106	Redding	CA	96001	(530) 338-3308
JLP Insurance Agency, Inc	23456 Madero, Suite 240	Mission Viejo	CA	92691	(949) 359-8252

Joseph Gilmartin	3333 E. Concourse Ste. 7102	Ontario	CA	91764	(909) 321-9225
DADBIN PROSPERITY LLC	22048 Sherman Way, Suite 309	Canoga Park	CA	91303	(312) 680-6269
Ayers Insurance Services LLC	1100 Melody Lane, Suite 142,	Roseville	CA	95678	(760) 653-5300
Justin S. Johnson	3333 E Concours St Ste7102	Ontario	CA	91764	(909) 665-1080
Imahata Financial Services, Inc	1721 East Main Street, Suite 1	Grass Valley	CA	95945	(951) 965-4651
Kacy's Insurance Agency LLC	11175 Azusa Court, Suite 110	Rancho Cucamonga	CA	91730	(909) 657-0997
L&G Insurance Agency Inc.	6528 Greenleaf Avenue, Suite 206	Irvine	CA	90601	(562) 366-0018
DeGoey Insurance Agency LLC	309 Lennon Lane, Suite 101	Walnut Creek	CA	94598	(925) 322-6883
Michael W. Ehrmann	23945 Calabasas Road, Suite 205,	Calabasas	CA	91302	(818) 465-6506
Michael Kiefer Insurance Agency, Inc.	2560 Catamaran Way, Suite 10	Chula Vista	CA	91913	(619) 349-7474
Michael Moses Insurance Services, LLC	1255 WEST COLTON AVE SUITE 125	Redlands	CA	92374	(760) 242-4399
Michelle J. LaPaglia	2265 Westwood Boulevard Suite 5	Los Angeles	CA	90064	(310) 721-5668
D'Angelo Insurance Agency LLC	222 North Mountain Ave, Suite 202B	Upland	CA	91786	(909) 852-6180
Mike Littau	1321 Butte Street, Suite 101	Redding	CA	96001	(530) 223-5600
Miriam Gomez	22612 Foothill Boulevard, Suite 310	Hayward	CA	94541	(510) 693-4905
Morgan Insurance Advisory Group	801 East Chapman Avenue, Suite 218	Fullerton	CA	92831	(310) 246-7742
AND Limited, LLC	3333 Concours Street, Suite 7102,	Ontario	CA	91764	(909) 703-1433
Nichol Ary's Insurance Agency LLC	543 West County Line Road, Unit B	Calimesa	CA	92320	(909) 317-0777
NR Insurance Agency Inc.	8950 Ellis Avenue	Los Angeles	CA	90034	(310) 888-3664
Nicole Scott Insurance Agency, Inc.	27955 Smyth Drive	Santa Clarita	CA	91355	(661) 877-9994
Setna Insurance Agency, LLC	2265 Westwood Boulevard Unit 5	Los Angeles	CA	90064	(323) 510-4700
GVH Insurance Services, LLC	3230 East Imperial Highway, Suite 300	Brea	CA	92821	(714) 592-1377
Philip Miles Insurance Agency	13104 Philadelphia Street #213	Whittier	CA	90601	(562) 304-9442

Pacific Sierra Insurance Services Corp.	785 Main Street, Suite 202	Half Moon Bay	CA	94019	(415) 912-0624
RDI Insurance Group Inc.	25350 Magic Mountain Parkway, Suite 300	Santa Clarita	CA	91355	(661) 310-1008
Rosen I. Stoynev	23456 Madero, Suite 240	Mission Viejo	CA	92691	(714) 660-2481
Everest Group Financial and Insurance Services LLC	4501 Mission Bay Drive, Ste. 2F	San Diego	CA	92109	(858) 335-1213
Shelby Parker Insurance Agency, INC.	2650 Camino del Rio North, Office 140	San Diego	CA	92106	(619) 837-7773
Next Level Insurance Solutions	4323 Piedmont Avenue	Oakland	CA	94611	(510) 954-0927
Richardson Insurance Agency, Inc.	1145 Geer Road, #D	Turlock	CA	95380	(209) 850-4257
Tina L. Donaldson	820 Walnut Street, Suite D	San Luis Obispo	CA	93401	(805) 242-4900
Ty Robertson Insurance Agency Inc	555 Anton Boulevard, Suite 150,	Costa Mesa	CA	92626	(714) 546-2660
Deo Speravi Inc.	1533 7th Street, Suite 312	Sanger	CA	93657	(559) 728-4850
Lee Cha Insurance Agency LLC	1450 Clovis Avenue, #201	Clovis	CA	93612	(559) 664-6990
M, Vargas Insurance Agency, INC.	9440 Reseda Boulevard #200	Los Angeles	CA	91324	(818) 347-3400
Frederic B. Rault	4445 Eastgate Mall, Suite 200	San Diego	CA	92121	(619) 573-4012
Nicholas R. Meigs	3025 West Shaw Avenue, Suite 108	Fresno	CA	93711	(559) 981-5016
Beknazarian Agency Inc.	15260 Ventura Boulevard, Suite 1200	Los Angeles	CA	91403	(818) 636-8467
Dominus Insurance Services, Inc.	1110 Civic Center Boulevard, Suite 302	Yuba City	CA	95993	(530) 201-3394
SK Insurance Solutions LLC	371 Bel Marin Keys Boulevard, Office 130,	Novato	CA	94949	(415) 651-3551
Meritage Insurance Group Incorporated	2942 Century Place, Suite 781	Costa Mesa	CA	92626	(949) 946-5900

Elevation Consulting Services, LLC	23945 Calabasas Road, Office 220	Calabasas	CA	91302	(818) 528-6905
Jackson & Martin Insurance Services, Inc.	21151 S. Western Ave Suite 136	Torrance	CA	90501	(310) 702-6658
Navigate Insurance Agency LLC	15431 Anacapa Road, Suite A	Victorville	CA	92392	(909) 657-0556
All-Star Insurance Group Inc.	161 East Freedom Avenue	Anaheim	CA	92801	(714) 410-1555
Boss Babes Insurance Services, LLC*		Whittier	CA	90605	(562) 512-0999
Ivan F. Dallet*		Chula Vista	CA	91913	(619) 797-0121
Sunil D. Parekh*		Mountain House	CA	95391	(925) 494-2444
Hector Collazo Insurance Agency, LLC	16868 Via Del Campo Court, Suit 100	San Diego	CA	92127	(760) 530-6199
?RML51C, Inc	28693 Old Town Front St Suite 300b	Temecula	CA	92590	(949) 383-5330
Gerard E. Blakefield and Nicholas G. Christensen	2942 Century Place, Suite 708	Costa Mesa	CA	92626	(951) 268-9642
Cothran & Merchant Insurance Agency, Inc.	8285 Sierra Avenue, Ste. 108	Fontana	CA	92335	(909) 222-1483
Evolving Solutions Inc	6400 South Fiddlers Green Circle, Suite 250	Greenwood Village	CO	80111	(303) 757-7241
The Romano Insurance Agency, LLC	155 North College Avenue, Suite 200	Fort Collins	CO	80524	(307) 635-2821
Capital Trust Insurance LLC	10200 East Girard Avenue, Suite B420, Office C	Denver	CO	80231	(720) 740-7746
Little Whale Insurance LLC	165 South Union Boulevard, Suite #250,	Lakewood	CO	80228	(303) 353-0333
The Neyrey Agency LLC	26 South Broadway, Suite A,	Denver	CO	80209	(720) 722-8831
The Baker Agency, LLC	10233 South Parker Road, Suite 300	Parker	CO	80134	(303) 578-4061
Kemper D. Smith IV	1040 South Gaylord Street Suite 13	Denver	CO	80209	(805) 914-5249
LADISLAUS LLC	2679 Main Street, Suite 717	Littleton	CO	80120	(720) 798-0887

Ottmann Agency	115 Wilcox Street, Suite 220, Office 223	Castle Rock	CO	80104	(720) 370-6269
Clay La Vie, LLC	1905 West 8th Street, Suite 214	Loveland	CO	80537	(970) 372-1116
EGHAV, LLC	8690 Wolff Court, Suite 200	Westminster	CO	80031	(720) 689-5855
Lisa M. Arrison	100 S Madison St Unit 3B	Denver	CO	80209	(720) 780-7727
Green Insurance Agency LLC	10233 Parker Road, Suite 300	Parker	CO	80134	(720) 868-5144
Hullender Agency, LLC	12191 West 64th Avenue, Suite 100A	Arvada	CO	80004	(720) 352-0828
Anthony D. Holliday	102 S Tejon. Suite 1145	Colorado Springs	CO	80903	(402) 680-6984
The Kirschstein Agency LLC	1099 Main Avenue, Suite 316	Durango	CO	81301	(970) 449-0064
Kitral Insurance Agency LLC	1040 South Gaylord Street, Suite 11	Denver	CO	80209	(720) 912-1710
Barrett Inc	1855 Ski Time Square Drive, Unit 107C	Steamboat Springs	CO	80487	(970) 821-9151
Tim Campbell Independent Insurance Brokerage, LLC	390 Interlocken Crescent Suite 350	Broomfield	CO	80021	(720) 734-2933
P&C Enterprise LLC	357 McCaslin Blvd	Louisville	CO	80027	(720) 713-7225
Cornerstone Insurance Agency LLC	10800 East Geddes Avenue, Suite 100,	Englewood	CO	80112	(866) 760-3373
Cornerstone Insurance Agency LLC	10800 East Geddes Avenue, Suite 100	Englewood	CO	80112	(866) 760-3373
Peakview Insurance Holdings LLC	950 South Cherry Street, Suite 215	Denver	CO	80246	(720) 457-4141
The Taxman Agency LLC	1075 South Yukon Street, Suite #110	Lakewood	CO	80226	(303) 245-2169
The Taxman Agency LLC	102 S Tejon St.	Colorado Springs	CO	80903	(303) 245-2169
Peakview Insurance Holdings LLC	950 South Cherry Street, Suite 215	Denver	CO	80246	(720) 457-4141
The Taxman Agency LLC	1075 South Yukon Street, Suite #110	Lakewood	CO	80226	(303) 245-2169
McFadden Insurance Agency LLC	1040 South Gaylord Street, Suite 11	Denver	CO	80209	(303) 268-0130
McFadden Insurance Agency LLC	1040 South Gaylord Street, Suite 11	Denver	CO	80209	(303) 268-0130
Garceau Agency, LLC	20 Tower Lane, Suite 500	Avon	CT	06001	(959) 900-8222

Archer Insurance Agency LLC	1 Reserve Dr Suite 2,	Danbury	CT	06810	(203) 441-7966
Phillips Insurance, LLC	30 Old Kings Hwy S, Suite 225	Darien	CT	06820	(347) 579-7196
Torres Agency, LLC	80 4th Street, Suite 4	Stamford	CT	06905	(203) 547-1457
Zebendon Insurance Agency LLC	1 Trap Falls Road Suite 210	Shelton	CT	06484	(203) 859-9333
Jessica Pirri Insurance Agency LLC	2969 Whitney Avenue, 2nd Floor	Hamden	CT	06518	(203) 210-8870
The Goose Is Loose, LLC	111 Continental Drive, Suite 111B	Newark	DE	19713	(302) 662-0388
Brian Dougherty Insurance LLC	5560 Kirkwood Highway	Wilmington	DE	19808	(302) 483-7099
Roberts Insurance, Inc.	4164 North Dupont Hwy Suite 12	Dover	DE	19901	(302) 467-2633
DSO Benefits, LLC	122 Delaware Street, Suite #B-4	New Castle	DE	19720	(302) 450-1794
Pintail Insurance, LLC	32769 Cedar Drive, Unit 102	Millville	DE	19967	(302) 455-2599
David A. Kasper*		Odessa	FL	33556	(727) 656-8131
Thelucien Insurance Group, LLC**		Tampa	FL	34219	(813) 893-5892
Jesse D. Padgett*		Winter Haven	FL	33880	(407) 293-1009
Sunshine Asset Protection LLC*	330 Crossing Boulevard, 1st Floor	Orange Park	FL	32073	(904) 299-9597
Dream Coverage Corp, LLC	13301 Southwest 132nd Avenue, Suite 215	Miami	FL	33186	(305) 414-2981
Simply Insure, LLC	12485 SW 137th Ave N, Ste 201,	Miami	FL	33186	(305) 684-3587
SECURE INSURANCE COVERAGE LLC	4400 North Federal Highway, Suite 210-39	Boca Raton	FL	33431	(561) 709-7415
A&M Indemnity Solutions LLC	17595 South Tamiami Trail, Office 216	Fort Myers	FL	33908	(239) 508-9935
America J Insurance Group	40 Sarasota Center Boulevard, Unit 101	Sarasota	FL	34240	(941) 259-1411
Creative Financial Property & Casualty Group, LLC	5310 NW 33rd Avenue #206	Fort Lauderdale	FL	33309	(954) 633-2410
Angie Miller Insurance, LLC	500 Florida Avenue South, Suite 413	Lakeland	FL	33801	(786) 706-8702
Graham Mutual Insurance Agency LLC	10001 Northwest 50th Street, Suite A	Sunrise	FL	33351	(954) 947-5277
KJAMB, LLC	1431 Howell Branch Road, Suite B	Winter Park	FL	32789	(321) 999-9509

Take 2 Insurance Corp	1701 West Hillsboro Boulevard, Suite 305	Deerfield Beach	FL	33442	(561) 237-8305
Caleda Insurance Group, LLC	4700 Millenia Boulevard, Suite 500	Orlando	FL	32839	(325) 773-0933
Kilpatrick Agency, Inc	6028 Chester Ave, Suite 101	Jacksonville	FL	32217	(904) 575-3007
M&M Upsurance LLC	211 East Main Street, Suite 409	Lakeland	FL	33801	(863) 358-0988
Hancock Insurance Corp	12627 San Jose Blvd Suite 503	Jacksonville	FL	32223	(904) 982-6345
Christine V. Posso & Associates LLC	504 West Plant Street, Office 113	Winter Garden	FL	34787	(786) 744-5270
Cierra Mcnulty Insurance LLC	2957 West State Road 434, Suite 100	Longwood	FL	32779	(407) 499-3322
Tessa Insurance Services LLC	4806 26th Street West	Bradenton	FL	34207	(941) 549-8302
The Koproski Agency, LLC	492 Osceola Avenue	Jacksonville Beach	FL	32250	(904) 478-8422
Insurance Partners of Florida LLC	8201 Peters Road, Suite 1000	Plantation	FL	33324	(561) 210-7836
D.J. Hernandez & Company, LLC	9123 North Military Trail, Suite 104	Palm Beach Gardens	FL	33410	(561) 237-8511
Your Insurance Agents, LLC	631 US Highway One, Suite 101-B	North Palm Beach	FL	33408	(561) 237-8205
Paul Insurance Agency LLC	5889 S. Williamson Blvd, Suite 1414	Port Orange	FL	32128	(386) 492-9057
Lubin Insurance, LLC	375 Douglas Avenue, Suite 2015	Altamonte Springs	FL	32714	(321) 319-9445
Froid Insurance Agency LLC	9500 Koger Boulevard North, Suite 215	St. Petersburg	FL	33702	(727) 914-9775
The Hazeltine Insurance Group, LLC	1819 Main Street, Suite 265	Sarasota	FL	34236	(941) 244-5119
Kros Insurance Partners, LLC	5255 North Federal Highway, Suite 210	Boca Raton	FL	33487	(561) 453-3255
JMD INSURANCE GROUP INC.	1806 North Flamingo Road, Suite 316,	Pembroke Pines	FL	33028	(305) 615-3242
MORA INSURANCE LLC	746 North Magnolia Avenue	Orlando	FL	32801	(407) 768-4406
OURELIO ENTERPRISES INC.	12276 San Jose Boulevard, Suite 718	Jacksonville	FL	32223	(904) 595-6963
Reyes Wealth Management, LLC	615 Channelside Drive, Suite 207	Tampa	FL	33602	(850) 332-1205
Joshua Davis, Inc.	1102 North Main Street, Suite C	Wildwood	FL	34785	(352) 565-7224
Rodriguez & Lengemann Insurance, LLC	1073 Willa Springs Drive, Suite 2041	Winter Springs	FL	32708	(407) 955-4460

J Cedeno Insurance LLC	4635 Southwest 75th Avenue	Miami	FL	33155	(786) 706-7577
Urraro Insurance Group LLC	8883 Perimeter Park Boulevard, Building 1200, Unit 1201	Jacksonville	FL	32216	(904) 789-4585
Class Insurance Advisors LLC	13241 Bartram Park Blvd, Unit 605	Jacksonville	FL	32258	(904) 544-3799
RG Property and Casualty Inc.	20325 Old Cutler Road	Cutler Bay	FL	33189	(786) 698-1605
Susskind Family Insurance LLC	23123 S State Road 7, Suite 350	Boca Raton	FL	33428	(561) 285-0075
Ziegler Agency LLC	11183 South Orange Blossom Trail, Suite H	Orlando	FL	32837	(301) 798-7355
Elamir Insurance Partners LLC	28210 Paseo Dr. Suite 190 Office 253	Wesley Chapel	FL	33545	(813) 776-0003
T&L Insurance LLC	7900 Oak Lane Suite 400, Office 408	Miami Lakes	FL	33016	(786) 565-4503
Paul Wunstell Insurance Agency, LLC	475 Harrison Ave, STE 215	Panama City	FL	32401	(850) 396-4669
RND INSURANCE CORP	1603 US-1 #101	Sebastian	FL	32958	(772) 783-2077
Mahoney Manhart, Inc.	1819 Main Street, Suite 303	Sarasota	FL	34236	(561) 990-5771
Petersen Insurance Solutions LLC	1041 North Davis Avenue	Lakeland	FL	33805	(863) 345-7900
Tamayo Insurance Group, Inc	4869 Palm Coast Parkway Northwest, Office 3, Unit 3	Palm Coast	FL	32137	(904) 671-0392
The Daccache Agency LLC**		Tampa	FL	33606	(813) 328-1438
Stephanie Velez Agency, LLC	1317 West Broadway Street	Oviedo	FL	32765	(407) 785-6761
Steven E. Silvester	90 Fort Wade Road Suite 100	Ponte Vedra Beach	FL	32081	(904) 578-6444
The Brewer Agency, LLC	7479 Conroy Windermere Road, Suite C	Orlando	FL	32835	(321) 677-1701
Yeti Insurance Inc.	8950 Southwest 74th Court, Suite 2258	Miami	FL	33156	(305) 704-8147
Neptune Life LLC,	12724 Gran Bay Parkway, Suite 410	Jacksonville	FL	32258	(904) 712-6866
Pinto Insurance Agency, Inc.	9300 South Dadeland Boulevard	Miami	FL	33156	(305) 906-0000
Scorza & Associates LLC	200 East Granada Blvd, Suite 106	Ormond Beach	FL	32176	(386) 456-6411
Sandlot Insurance Agency, LLC	6412 Hwy 90, Suite B	Milton	FL	32570	(850) 564-7887
Wingspan Assurance LLC	2831 Allegra Way, Suite 220	Lutz	FL	33559	(813) 564-8155
THE PENA AGENCY LLC	600 Rinehart Road, Suite 2038	Lake Mary	FL	32746	(407) 214-7163

Tophead, LLC	495 Grand Boulevard	Miramar Beach	FL	32550	(850) 677-1999
Jetty Insurance Group, LLC	1542 The Greens Way, Suite 1,	Jacksonville Beach	FL	32250	(904) 590-9790
Madonna & Son, LLC	1044 East Brandon Boulevard, Office 6,	Brandon	FL	33511	(813) 822-5604
Prime Peninsula LLC	283 Cranes Roost Boulevard Suite 111	Altamonte Springs	FL	32701	(407) 961-6332
Brass Monkey Inc.	113 Nature Walk Parkway, Unit 101	St. Augustine	FL	32092	(813) 906-5609
JWRupp, LLC	822 A1A North, Suite 310, Office 314	Ponte Vedra Beach	FL	32082	(904) 513-8111
Noda Brothers, LLC	3049 Cleveland Avenue, Ste. 237	Fort Myers	FL	33901	(305) 793-3508
Bombshell Bodi LLC	771 Village Boulevard, Suite 207	West Palm Beach	FL	33409	(561) 286-5280
Tharayil Insurance, LLC	5720 Gall Blvdm STE 1	Zephyrhills	FL	33542	(813) 702-9116
Michelle D Johnson Insurance Agency, LLC	1766 Sea Lark Lane, Suite D	Navarre	FL	32566	(850) 542-3997
1st Class Insurors Inc.	1155 Tampa Road, Suite A	Palm Harbor	FL	34683	(727) 476-7400
The Collins Agency Group, LLC	12276 San Jose Boulevard, Building 700, Suite 4,	Jacksonville	FL	32223	(904) 429-4211
Tri-State Global Insurance Corporation	7552 Navarre Pkwy, Suite 4	Navarre	FL	32566	(850) 222-6676
The Allen Betts Agency, LLC	33 East Robinson Street, Suite 108	Orlando	FL	32801	(407) 307-2347
Aaron T. Marshall*		Riverview	FL	33579	(813) 683-2073
Peter R. Scott*		Ponte Vedra Beach	FL	32082	(904) 234-7316
Timothy J. Ramsay*		Inverness	FL	34450	(352) 287-1415
Holmes Insurance Partners Of Florida LLC	121 North Collins Street	Plant City	FL	33563	(863) 256-3072
The Fernandez Agency LLC	333 South Garland Avenue, Suite 1300	Orlando	FL	32801	(407) 558-2821
Greenhow Insurance LLC	250 Magnolia Avenue Southwest	Winter Haven	FL	33880	(863) 320-8634

Third Pull, LLC	3361 Raymond Diehl Business Lane Road	Tallahassee	FL	32308	(850) 308-0949
Banyan Agency LLC	120 South Olive Avenue, Unit 403	West Palm Beach	FL	33401	(561) 956-4302
RJBB Insurance Agency, LLC	1384 Heritage Acres Suite B	Rockledge	FL	32955	(321) 848-0126
RJBB Insurance Agency, LLC	1384 Heritage Acres Suite B	Rockledge	FL	32955	(321) 848-0126
RJBB Insurance Agency, LLC	3680 Avalon Park East Blvd #205	Orlando	FL	32828	(321) 848-0126
Legacy Coverage LLC	10101 West Sample Road	Coral Springs	FL	33065	(954) 880-2527
The Hoevelman Agency, LLC	216 South Park Avenue, Suite 2-B	Winter Park	FL	32789	(407) 545-5352
The Hoevelman Agency, LLC	163 East Morse Boulevard, Suite 210	Winter Park	FL	32789	(407) 545-5352
Your Home and Auto Team LLC	1322 SE 46th Ln. Unit #103-104	Cape Coral	FL	33904	(770) 520-4562
Justin C. Johnson and Tracey D. Sutton*	241 South Main Street	Clayton	GA	30525	(916) 276-4823
My Protection Pal LLC	2450 Atlanta Highway, Suite 1801	Cumming	GA	30040	(470) 839-9190
Alec Dickey Insurance Agency LLC	407 West Tift Avenue, Unit B	Albany	GA	31701	(770) 520-4566
J&A Services Group, LLC	4651 Roswell Road, STE C204	Atlanta	GA	30342	(678) 389-6055
KBMT Agency LLC	6478 Putnam Ford Drive, Suite 200,	Woodstock	GA	30189	(678) 385-4090
Nixon and Moss Agency LLC	1526 Monte Sano Avenue	Augusta	GA	30904	(706) 955-1357
Barry Gravitt Agency, LLC	785 King George Boulevard Unit 107	Savannah	GA	31419	(912) 525-2555
B Almand LLC	11111 Houze Road, Suite 275	Roswell	GA	30076	(770) 689-4883
Vanity Capital Consulting Group LLC	1 Concourse Parkway, Suite 8000, Office 8083	Atlanta	GA	30328	(404) 595-2277
Weeks Agency LLC	3631 Mount Vernon Road	Gainesville	GA	30506	(470) 317-7776
Luna Agency, LLC	485 South Perry Street, Suite A5	Lawrenceville	GA	30046	(770) 520-4560
Insurance Portfolio Advisors, LLC	12600 Deerfield Pkwy Suite 100, Office 2111	Alpharetta	GA	30004	(404) 383-4248
Semper Pugna, LLC	2487 Cedarcrest Rd suite 122	Acworth	GA	30101	(678) 392-2519
Truck Enterprises, LLC	1 Diamond Causeway	Savannah	GA	31406	(912) 525-0521
DC Advisors, LLC	1175 Grimes Bridge Road, Suite 200	Roswell	GA	30075	(404) 600-1105

THE THOMPSON FAMILY AGENCY, LLC	555 Sun Valley Dr. Ste H3	Roswell	GA	30076	(813) 467-2255
Champ Jr LLC	6105 Atlanta Highway, Unit C	Flowery Branch	GA	30542	(678) 894-0833
Robbins Limited L.C.	3017 Bolling Way NE Suite 150	Atlanta	GA	30305	(404) 348-4222
Cowen Insurance Agency LLC	675 Mansell Road, Suite 115	Roswell	GA	30076	(678) 786-7499
Ghost City Insurance LLC	130 E. 39th Street	Savannah	GA	31401	(912) 527-7229
Marques Holloway Agency, LLC	30 Whitlock Place	Marietta	GA	30064	(678) 540-4733
ME AGENCY LLC	349 Margie Drive, Suite 100	Warner Robins	GA	31088	(478) 226-4106
Dixon Home and Auto, LLC	1000 Cambridge Square, Suite D	Alpharetta	GA	30009	(470) 508-1774
Godwin Insurance Solutions, LLC	820a Georgia 247 S. Suite 1	Kathleen	GA	31047	(478) 241-2204
Legacy Financial Services Group LLC	2180 Satellite Boulevard, Suite 400	Duluth	GA	30097	(678) 528-2260
The Sandra Jenkins Agency, LLC	800 Old Dawson Village Road, Suite 120	Dawsonville	GA	30534	(706) 438-2776
Sarah Bentley Agency LLC	3070 North Main Street	Kennesaw	GA	30144	(470) 460-5527
Shawn Leheny Insurance, LLC	75 North Broad Street Suite 2000	Winder	GA	30680	(404) 407-5766
N Main Group LLC	145 North Main Street	Alpharetta	GA	30009	(404) 814-7313
Walker Clark Financial Services, LLC	4286 Bells Ferry Road. suite 108	Kennesaw	GA	30144	(678) 528-1114
Peach State Sentry Advisors LLC	3411 Pierce Drive	Atlanta	GA	30341	(770) 944-4352
Damian O. Dixon*		Lawrenceville	GA	30043	(718) 971-3894
Insured by Edison, LLC	664 Seminole Avenue Northeast, Suite 101	Atlanta	GA	30307	(404) 480-5225
Nine Street Insurance, LLC	12600 Deerfield Parkway, Suite 450	Alpharetta	GA	30004	(770) 799-6266
Coastal Solutions GA LLC	1711 Price St	Savannah	GA	31401	(404) 229-7730
Your Home and Auto Group LLC	435 East Main Street	Buford	GA	30518	(770) 520-4562
Your Home and Auto Group LLC	435 East Main Street	Buford	GA	30518	(770) 520-4562
Nine Street Insurance, LLC	12600 Deerfield Parkway, Suite 450	Alpharetta	GA	30004	(770) 799-6266
Harms Agency LLC	433 Sharp Street	Glenwood	IA	51534	(712) 560-9983

Stein Insurance & Financial Services, Inc.	2223 Kimberly Road, Office #3	Bettendorf	IA	52722	(563) 386-7740
Southern Heart Insurance, LLC	403 Main Street	New Market	IA	51646	(712) 227-1182
LFG ENTERPRISES IA, LLC	1011 Longfellow Drive, Ste B	Hiawatha	IA	52233	(319) 214-5302
Gemstate Canzone Insurance Agency LLC	9601 West State Street, Suite 103	Boise	ID	83714	(714) 477-6957
HUNTSMAN AGENCY LLC	630 South Woodruff Avenue, Suite G	Idaho Falls	ID	83401	(208) 208-0388
MAK Group LLC	1052 West Mill Avenue, Office 3	Coeur d'Alene	ID	83814	(208) 593-3526
Eagle Mountain Insurance, LLC	3100 North Lakeharbor Lane, Suite 250	Boise	ID	83703	(310) 729-0624
Tyler Insurance Brokerage LLC	25 East Fairview Avenue Suite 210	Meridian	ID	83642	(208) 906-3116
Steven A. Doden	136 North Broadmore Way, Suite 201	Nampa	ID	83687	(925) 326-2437
Altis Idaho LLC	408 South Eagle Road Suite 205-239	Eagle	ID	83616	(210) 910-6700
RML51ID Inc.	25 East Fairview Avenue, Suite 210	Meridian	ID	83642	(949) 383-5330
RML51C, Inc	25 East Fairview Avenue, Suite 210	Meridian	ID	83642	(949) 383-5330
Gerard E. Blakefield & Nicholas G. Christensen	5700 East Franklin Road Suite 110	Nampa	ID	83687	(951) 268-9642
Gerard E. Blakefield & Nicholas G. Christensen	25 East Fairview Avenue, Suite 200	Meridian	ID	83642	(951) 268-9642
Cropp Insurance Agency Idaho LLC	5700 East Franklin Road Suite 110	Nampa	ID	83687	(520) 885-3100
Alfredo Delgado*		Chicago	IL	60639	(773) 892-4689
Batina Agency LLC	7650 Plaza Court, Suite 150	Willowbrook	IL	60527	(312) 476-5440
Draegwood Enterpises Inc	100 North Waukegan Road, Suite 209	Lake Bluff	IL	60044	(847) 447-2206
Jamison Insurance Agency LLC	1043 South York Road, Unit LL8	Bensenville	IL	60106	(312) 216-2807
DCB Allinone Insurance Services Inc.	1600 Golf Road, Suite 1200	Rolling Meadows	IL	60008	(630) 580-8094
Hardy Insurance Services LLC	1010 Lake Street, Suite 210	Oak Park	IL	60301	(224) 354-1066
Erazo Insurance Agency Inc	1409 Commerce Drive	Algonquin	IL	60102	(773) 278-8037
Baker Insurance Agency Inc	1000 Hart Rd, Suite 300	Barrington	IL	60010	(847) 276-2717

JTB Financial LLC	12 Wolf Creek Dr. Suite 100	Swansea	IL	62226	(618) 577-0580
Knight Insurance Agency, LLC	1580 N. Northwest Highway, Suite 311-E	Park Ridge	IL	60068	(847) 696-6140
JOHN DEVAE INSURANCE AGENCY, INC.	612 Executive Drive	Willowbrook	IL	60527	(630) 581-5255
AIM Insurance Services, Inc.	1600 Golf Road, Corporate Center, Suite 1200	Rolling Meadows	IL	60008	(630) 956-2651
Onward Chicago LLC	406 Green Bay Road, Suite 2	Highwood	IL	60040	(708) 858-1246
Bish Insurance Agency LLC	4421 W Irving Park Road	Chicago	IL	60641	(847) 647-9774
HAVERKAMP AGENCY LLC	1038 North Ashland Avenue, Office 3	Chicago	IL	60622	(312) 488-1191
LANGER WEALTH MANAGEMENT INC.	1 West State Street, Suite 203	Geneva	IL	60134	(331) 248-7022
Kvitle Insurance Solutions LLC	126 North 30th Street, Suite 207	Quincy	IL	62301	(636) 244-8828
Matt Harrigan Agency LLC	6745 West 127th Street	Palos Heights	IL	60463	(708) 630-8355
MICHAEL D GULO INSURANCE AGENCY LLC	4905 Main Street	Downers Grove	IL	60515	(847) 613-4351
Silva insurance Group Inc	111 Main Street, Suite 2	Bensenville	IL	60106	(312) 847-6997
Moody Insurance Services LLC	4720 Avenue Of The Cities	Moline	IL	61265	(309) 272-3770
The Agombar Agency LLC	3135 Book Road	Naperville	IL	60564	(630) 312-8481
RCG Insurance Agency LLC	2928 Avenue of the Cities	Moline	IL	61265	(309) 402-0118
The Kleinmuntz Agency LLC	134 North La Salle Street, Suite 750	Chicago	IL	60602	(214) 427-6805
Teo Abrego	7110 127th Street, Suite 150	Palos Heights	IL	60463	(708) 713-5994
IMOLARED RISK LLC	222 South Prospect Avenue, 3rd floor, office 215	Park Ridge	IL	60068	(847) 558-2922
Blake W. Mitroff	101 N. Main Street, Unit 17	Crystal Lake	IL	60014	(630) 526-8099
Nolan Insurance Services, Inc.	4055 South Route 59, Suite 100	Naperville	IL	60564	(630) 300-3681
Unique Risk Solutions INC	895 East Grand Avenue	Lake Villa	IL	60046	(312) 596-2270
Brooks Brokerage LLC	600 Spring Hill Ring Road, Suite 118	West Dundee	IL	60118	(847) 807-8803
Derek B. Martin	605 N. Michigan Avenue, Suite 458	Chicago	IL	60611	(618) 214-7725
Kingdom Services Inc	15255 South 94th Avenue, Fifth Floor	Orland Park	IL	60462	(312) 623-5337

Elite Agency Services LLC	458 North Lake Street	Aurora	IL	60506	(630) 387-9677
The Greg Jones Agency, LLC	100 West Roosevelt Rd, Unit B8-204	Wheaton	IL	60187	(630) 884-8882
SAMPSON AGENCY LLC	20200 Governors Drive, Suite 101, Office 108	Olympia Fields	IL	60461	(708) 808-7810
Pignotti Insurance Agency, LLC	24014 Renwick Road, Ste. 105	Plainfield	IL	60544	(630) 300-8028
Gordy Insurance Agency, LLC	13161 West 143rd Street, Suite 202, Office A	Homer Glen	IL	60491	(708) 277-6080
Bishop Insurance Agency, Inc.	809 Chicago Avenue	Evanston	IL	60202	(872) 713-7774
PAYNE FAMILY INSURANCE AGENCY LLC	4285 North Walnut Street Road	Springfield	IL	62707	(217) 953-0490
Austin Frahler Insurance Services LLC	332 South Michigan Avenue, Suite 900,	Chicago	IL	60604	(847) 967-2551
Adaptive Insurance Agency, Inc.	425 North Martingale Road, Suite 1730A	Schaumburg	IL	60173	(847) 906-2440
KING INSURANCE GROUP ILLINOIS LLC	549 W Randolph, Suite 401	Chicago	IL	60661	(317) 343-4774
Adaptive Insurance Agency, Inc.	425 North Martingale Road, Suite 1730A	Schaumburg	IL	60173	(847) 906-2440
BJAM LLC	110 West Laporte Street	Plymouth	IN	46563	(574) 544-2844
Gronkiewicz Risk Management, LLC	432 North Halleck Street, Unit F	De Motte	IN	46310	(219) 213-3793
Counts LLC	571 Industrial Drive	Bargersville	IN	46106	(765) 450-9077
Why Dignify LLC	107 North State Road 135, Suite 206-C	Greenwood	IN	46142	(463) 223-5777
Joseph Guardiola Insurance Agency LLC	10808 La Cabreah Lane, Suite 119	Fort Wayne	IN	46845	(260) 366-4931
Joshua M Aber Insurance Agency, Inc.	17555 Willowview Road Suite 208	Noblesville	IN	46062	(765) 433-2224
The Bailey Agency LLC	615 N Indiana Ave, Suite 200	Crown Point	IN	46307	(219) 802-5880
Epick Insurance Inc.	1665 South Old U.S. 41	Vincennes	IN	47591	(812) 205-2065
KB INSURANCE GROUP, LLC	516 East Van Buren Street	Columbia City	IN	46725	(260) 305-2600

Zurface Insurance & Risk Management LLC	1910 Parkside Drive	Columbus	IN	47203	(812) 900-7833
Mike Knorr	618 North Main Street	Mishawaka	IN	46545	(574) 797-0855
RL Hufty, Inc.	810 Brown Street, Suite B	Columbus	IN	47201	(317) 743-5558
Soaring Eagles Duo, Inc.	2809 W Godman Ave, Suite 5	Muncie	IN	47304	(765) 530-4511
Simon Sefton Insurance LLC	600 E Carmel Dr Suite 136	Carmel	IN	46032	(317) 203-3313
Coulter Group LLC	724 Lincolnway	LaPorte	IN	46350	(219) 301-0048
Graebe Financial, LLC	2620 N. Walnut Street, Suite 200	Bloomington	IN	47404	(812) 803-2657
FARMER DAHLIA LLC	16548 Summer Road, Office 2,	Noblesville	IN	46060	(317) 762-3716
Miller 24, LLC	75 North Main Street	Zionsville	IN	46077	(463) 223-5711
Kennedy Risk Management Inc.	23 South Main Street	Spencer	IN	47460	(812) 813-4017
Steven L. Phillips	2680 E Main St, Ste 313	Plainfield	IN	46168	(463) 777-5440
King Insurance Agency, LLC	13295 N Illinois St Suite 302	Carmel	IN	46032	(317) 343-4774
King Insurance Agency, LLC	13295 N Illinois St Suite 302	Carmel	IN	46032	(317) 343-4774
TME Insurance LLC	9800 Crosspoint Boulevard, Suite 2123	Indianapolis	IN	46256	(317) 215-7815
Bryan Tebbe	5440 W 110th St Suite 3017	Overland Park	KS	66211	(913) 278-1811
Tibbetts Financial Inc.	9401 Indian Creek Parkway, Suite 670	Overland Park	KS	66210	(816) 782-8684
Megan Considine Agency Inc.	8100 Marty Street, Suite 116	Overland Park	KS	66204	(913) 888-8787
Carisa C Perez Insurance Agency Inc.	4601 East Douglas Avenue	Wichita	KS	67218	(316) 688-3755
David T. Ryff	8302 Hedge Lane Terrace, Suite C	Shawnee	KS	66227	(913) 815-2580
Larry Smith Jr Agency LLC	6800 West 153rd Street	Overland Park	KS	66223	(913) 308-3390
Southern Summit Insurance Agency LLC*	2443 Rice Capital Parkway, Suite B	Crowley	LA	70526	(337) 398-2036
Adriana Zambrano - Insurance Agency LLC	3224 North Turnbull Drive, Upper Suite B	Metairie	LA	70002	(504) 584-7218
The Rogers Family Insurance LLC	3008 Jackson Street	Alexandria	LA	71301	(318) 588-8822
Luke Insurance Agency, LLC	811 Albertson Parkway, Suite H	Broussard	LA	70518	(337) 735-1700
Bart Lane Insurance Agency, LLC	20103 Old Scenic Hwy 7A	Zachary	LA	70791	(225) 963-6331
The Blanchard Agency, LLC	750 Louisiana 26, Suite 5	Lake Arthur	LA	70549	(337) 761-3055

Landry Family Indy Insurance Agencies, LLC	1500 Lobdell Ave, Ste A	Baton Rouge	LA	70806	(225) 960-5998
Lindley Insurance, LLC	4040 Florida Street, Suite 203	Mandeville	LA	70448	(225) 933-7973
Unlimited Prosperity, LLC	1901 Manhattan Boulevard Suite 116	Harvey	LA	70058	(504) 584-4743
Molaison Agency LLC	204 Trefny Avenue	Metairie	LA	70003	(504) 579-8879
Christopher J. Holmes	400 Mariners Plaza Drive, Suite 408E,	Mandeville	LA	70448	(985) 202-2330
Cody Vincent LLC	1175 Del Este, Suite B	Denham Springs	LA	70726	(225) 416-6618
Giusti Investments, LLC	3350 Ridgelake Dr., Suite 211	Metairie	LA	70002	(504) 569-5546
Michael J. Barnes	407 East Lincoln Road	Ville Platte	LA	70586	(337) 735-9811
Frost Investment Group, LLC	1126 Villaggio Boulevard	Bossier City	LA	71112	(318) 716-7212
Jed Harris Insurance Solutions LLC	424 Desiard Street, Suite 1	Monroe	LA	71201	(318) 503-8378
Jeff Jones Insurance LLC	4216 Lake Street	Lake Charles	LA	70605	(337) 516-2398
The Snyder Group LLC	204 Fairlane Drive	Lafayette	LA	70507	(337) 347-7057
Mancuso Agency LLC	3945 N I-10 Service Rd W, Ste 100B	Metairie	LA	70002	(504) 252-1737
Hourglass Coverage LLC	4657 Westbank Expressway	Marrero	LA	70072	(504) 383-7880
Villacorta Agency, Inc.	2160 8th Street, Suite A	Mandeville	LA	70471	(504) 569-5855
Russo Insurance Agency, LLC	3350 Ridgelake Dr. Suite 211	Metairie	LA	70002	(504) 259-0701
The Roshto Agency LLC	201 Victory Boulevard Suite 200	Monroe	LA	71203	(318) 582-2042
Paul M. Caro	2160 8th Street, A	Mandeville	LA	70471	(985) 273-5114
Ryan Harrell LLC	26087 Juban Road, Suite B	Denham Springs	LA	70726	(225) 304-0440
Mathews Agency LLC	3029 South Sherwood Forest Boulevard	Baton Rouge	LA	70816	(225) 304-0322
Keller Agency, LLC	38113 Post Office Road, Suite 2	Prairieville	LA	70769	(225) 379-5111
Not So Petit Insurance LLC	106 Village Street, Unit 2	Slidell	LA	70458	(985) 718-5477
Traci Furlow Agency, LLC	510 South Burnside Avenue, Suite A	Gonzales	LA	70737	(225) 614-5565
Harrington Family, LLC	900 Pierremont Road, Suite 110	Shreveport	LA	71106	(318) 459-8005
MW LLC	3000 Kingman Street, Suite 207	Metairie	LA	70006	(504) 584-8114

Adam and Jade Ethridge Investments LLC	20355 Louisiana 36, Suite A,	Covington	LA	70433	(985) 338-5944
Luquette Consulting LLC	116 Fountain Bend Drive, Suite A	Lafayette	LA	70506	(337) 446-0441
Raschard Boatner Insurance Agency LLC	201 Century Village Blvd, Suite 200	Monroe	LA	71203	(318) 577-0775
GAI1L LLC	201 Saint Charles Avenue, Suite 2545A	New Orleans	LA	70170	(504) 603-0614
Bice Insurance, LLC	417 West College Street	Lake Charles	LA	70605	(337) 313-2603
Garet Lee Berry, LLC	113 West Sallier Street	Lake Charles	LA	70601	(337) 347-7022
Garet Lee Berry, LLC	6513 Perkins Road	Baton Rouge	LA	70808	(337) 347-7022
Garet Lee Berry, LLC	113 West Sallier Street	Lake Charles	LA	70601	(337) 347-7022
Bice Insurance, LLC	417 West College Street	Lake Charles	LA	70605	(337) 313-2603
Bice Insurance, LLC	804 S Morgan Ave.	Broussard	LA	70518	(337) 313-2603
LuckiLee LLC	1138 North Dupree Street, Suite 1	New Orleans	LA	70119	(504) 910-6773
RPJ Leone Louisiana LLC	5431 Superior Drive, Suite 8	Baton Rouge	LA	70816	(225) 339-9796
Sheppard Agency LLC	27 Mechanic Street, Suite 204	Worcester	MA	01608	(508) 645-6990
The Lara Agency LLC	315 University Avenue 2nd Floor Suite 218	Westwood	MA	02090	(857) 214-5510
RMorton Management LLC	200 North Main Street, Suite 4, Unit 2	East Longmeadow	MA	01028	(413) 486-3327
The Rick Landers Agency LLC	127 West Rodney French Boulevard, Box 112	New Bedford	MA	02744	(774) 292-5870
John M. Fosdick Agency*		Medford	MA	02155	(617) 935-1800
Monsis Insurance Agency Corporation	1299 Lamberton Drive, Suite 1C	Silver Spring	MD	20902	(240) 449-4677
B.O.S.S. LLC	14720 Southlawn Lane	Rockville	MD	20850	(240) 618-2527
Rubin-Madden Insurance & Financial Services, Inc.	1997 Annapolis Exchange Parkway, Suite 410,	Annapolis	MD	21401	(301) 476-6040
Frase Agency, LLC	116 South Piney Rd Suite 204 A & B	Chester	MD	21619	(443) 836-5993
Greater Atlantic Agency, LLC	3 College Avenue, Suite 3	Frederick	MD	21701	(443) 537-1044

Christopher Hanes Insurance Agency LLC	3 Bethesda Metro Center, Suite 700	Bethesda	MD	20814	(301) 917-6337
Mariemechelle Legacy Advisor, LLC	1300 Mercantile Lane, Suite 129-46,	Largo	MD	20774	(240) 781-6022
Aspire Insurance Incorporated	11240 Reisterstown Road, Suite C4	Owings Mills	MD	21117	(443) 863-6683
G&E Insurance Agency, LLC	33 West Franklin Street, Floor 2, Suite 228	Hagerstown	MD	21740	(410) 744-0078
Onyx Insurance LLC	5537 Twin Knolls Road, Suite 440	Columbia	MD	21045	(443) 585-3977
Jacobi Jones Insurance Agency Inc.	8115 Maple Lawn Boulevard, Suite 350	Fulton	MD	20759	(301) 498-7737
Bisker Insurance Agency, LLC	2205 York Road, Suite 101	Timonium	MD	21093	(443) 836-5609
Apex Financial Group L.L.C.	815 Ritchie Highway, Suite 207	Severna Park	MD	21146	(410) 946-8404
City Sites Insurance, LLC	7200 Wisconsin Avenue, Suite 500	Bethesda	MD	20814	(202) 558-0888
ELA Insurance Agency LLC	1216 North Main Street	Hampstead	MD	21074	(667) 400-0304
Kipling A. Harris	10451 Mill Run Circle Suite 400	Owings Mills	MD	21117	(410) 417-7783
Delmarva Insurance Group, Inc.	2103 Bel Air Rd	Fallston	MD	21047	(410) 695-3520
Certainty Insurance Group, LLC	933 Mount Hermon Rd. office 1	Salisbury	MD	21804	(443) 266-8807
Schanne Insurance LLC	10490 Little Patuxent Parkway, Suite 600, Office 90	Columbia	MD	21044	(443) 585-3975
Ruah Hakmah, LLC	6550 Rock Spring Drive, Suite 475	Bethesda	MD	20817	(240) 858-1322
Silver Signature Insurance Agency, LLC	1125 West St Suite 222	Annapolis	MD	21401	(443) 973-4770
The Williams Agency LLC	4212 Ridge Road, Suite 211	Nottingham	MD	21236	(443) 625-6202
BonHaven, LLC	1125 West Street, Suite 200, Office 244	Annapolis	MD	21401	(443) 244-9511
Harborview Insurance Agency, LLC	23 Walker Avenue, Suite 210	Pikesville	MD	21208	(410) 793-7945
Premium Protection LLC	32 South Frederick Avenue, Suite 105	Gaithersburg	MD	20877	(240) 751-9099
Akinde Financial Group, Inc.	2600 Tower Oaks Boulevard #220	Rockville	MD	20852	(301) 798-6800
We Protect Your Dreams, LLC	8638 Veterans Highway, Suite 101	Millersville	MD	21108	(410) 384-4500
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Spearman Insurance Agency	25245 Five Mile Road, Suite 4W	Redford Charter Township	MI	48239	(313) 771-5573
AA INSURANCE AGENCY LLC	100 West Big Beaver Road, Suite 580	Troy	MI	48084	(586) 630-3799
Moussa Insurance Agency, LLC	148 S Main St	Mount Clemens	MI	48043	(586) 265-5889
Watson & CO, LLC	425 South Main Street	Rochester	MI	48307	(248) 377-8230
Shamoon?s Insurance Agency LLC	42855 Garfield Rd Ste 110	Clinton Township	MI	48038	(586) 782-6468
Chris Hammermeister Insurance Agency, LLC	306 East Main Street, Suite 260	Niles	MI	49120	(269) 241-2311
HH Agency, LLC	3243 East Paris Avenue Southeast	Kentwood	MI	49512	(616) 747-0032
Match Insurance Agency LLC	2501 Russell Street, Suite 200	Detroit	MI	48207	(586) 355-4664
Dimitar Jovanovski	48380 Van Dyke, Suite 600-A	Shelby Township	MI	48317	(586) 598-0760
DVN Agency, LLC	14061 23 Mile Road, Suite A	Shelby Township	MI	48315	(248) 955-9043
MI Schultz Agency, LLC	1760 Abbey Road, Suite 222	East Lansing	MI	48823	(517) 885-3789
Amen Insurance Agency LLC	24614 Ford Road	Dearborn Heights	MI	48127	(313) 635-4203
Puente Insurance Agency Inc.	14165 Fenton Rd ste 104c	Fenton	MI	48430	(810) 412-4141
JD Insurance Services, LLC	2000 Oakley Park Road, Suite 204-F	Commerce	MI	48390	(248) 781-8817
The Mullinax Agency LLC	100 Maple Street, Suite 205	Wyandotte	MI	48192	(734) 272-4700
Eastmanzella Insurance Agency, Inc.	23000 Greater Mack Avenue, Suite 400	St. Clair Shores	MI	48080	(313) 314-6811
JVAN Group, LLC	8344 Hall Road, Suite 114	Utica	MI	48317	(248) 554-1185
Operation Red Sea LLC	27620 Farmington Road, Unit B-11	Farmington Hills	MI	48334	(248) 205-4288
Valvano & Bommarito Group LLC	44 1st Street, Suite A	Mount Clemens	MI	48043	(586) 690-6401
Martin Shina Insurance Agency, LLC	5600 W Maple Road Suite B-201	West Bloomfield	MI	48322	(248) 939-4005
MRO, LLC	41000 Woodward Ave, Suite 350 East	Bloomfield Hills	MI	48304	(248) 542-7770

The Bucki Agency, LLC	1155 Welch Road, Suite B	Commerce Charter Township	MI	48390	(248) 707-2844
MVP Insurance Agency LLC	128 East Allegan Street, Unit D	Otsego	MI	49078	(269) 967-1619
Salus Insure, LLC	6440 East Fulton Street Suite 201	Ada	MI	49301	(616) 710-2081
Frolka Insurance Agency LLC	44444 Mound Road, Suite 400C	Sterling Heights	MI	48314	(810) 224-9438
Petrillo Insurance Group, LLC	2753 S. Milford Road	Highland	MI	48357	(248) 697-7943
Ronald W. Bettie	24445 Northwestern Highway, Suite 115	Southfield	MI	48075	(248) 213-0091
ZYZK, LLC	25200 Five Mile Road, #303	Redford Charter Township	MI	48239	(248) 864-2300
Vander Ploeg Insurance Agency, LLC	146 Monroe Center NW Suite 103	Grand Rapids	MI	49503	(269) 716-0714
TS Insurance Services LLC	48639 Hayes Road, Unit #1	Shelby Township	MI	48315	(248) 833-6322
Vince Bommarito Agency, LLC	35752 Harper Avenue, Suite B,	Clinton Township	MI	48035	(586) 693-2100
TCM Insurance Group, LLC	33105 Schoolcraft Road	Livonia	MI	48150	(248) 228-2243
David B Cruise, LLC	429 Walnut Blvd	Rochester	MI	48307	(248) 963-1081
Finley Family Agency, LLC	2836 West Jefferson, Suite 112	Trenton	MI	48183	(734) 821-9244
Matt Soergel Insurance Agency, Inc	519 Ada Drive SE	Ada	MI	49301	(616) 278-1087
Altis Michigan, LLC	35000 Division Road, Suite 10	Richmond	MI	48062	(210) 910-6700
Altis Michigan, LLC	445 Pettis Ave SE	Ada	MI	49301	(210) 910-6700
Peterson Group Agency Inc.*	7100 Northland Circle North, Suite 104-B	Brooklyn Park	MN	55428	(763) 277-8201
DOD Holdings, LLC	1710 Douglas Drive North	Golden Valley	MN	55422	(612) 446-5700
Changing Lives, LLC	7940 Victoria Drive, Suite 103	Victoria	MN	55386	(952) 491-6815
Gott Insurance LLC	1815 Northwestern Avenue. Suite #1	Stillwater	MN	55082	(651) 461-3422
Tony Muckala Insurance LLC	8530 Eagle Point Boulevard, Suite 100	Lake Elmo	MN	55042	(612) 564-6020
The Insurance Partners LLC	16268 Eagle Creek Avenue Southeast	Prior Lake	MN	55372	(612) 429-6711

Brad A. Cross	2 Westowne Drive, Suite 102	Liberty	MO	64068	(816) 287-4377
Brady Scott Houska Agency, LLC	500 Huber Park Court, Suite 206	Weldon Spring	MO	63304	(314)-722-5911
Cody Lee Agency, LLC	104 East 1st Street	Miller	MO	65707	(501) 621-0777
Craig Golmen Agency LLC	204 South Main Street, Suite 4,	Nixa	MO	65714	(417) 238-4421
KC Royal Insurance LLC	7001 North Locust Street, Suite B201	Kansas City	MO	64118	(816) 652-9488
Zaring Agency, LLC	1101D Gravois Rd	Fenton	MO	63026	(314) 474-0544
Burr Insurance Brokers, LLC	1000 Mid Rivers Mall Drive, Suite #5	St. Peters	MO	63376	(636) 534-1444
Dewayne Burkett Agency, LLC	3720 Arrowhead Avenue, Suite 211 - Office 4	Independence	MO	64057	(816) 379-3380
Kessler Insurance Agency LLC	1200 Jefferson Street, Suite 201	Washington	MO	63090	(636) 229-1824
Brumley Enterprises, LLC	112 Highway 124 North	Hallsville	MO	65255	(573) 818-2924
JKiesewetter LLC	124 East Nifong Boulevard, Suite C-1	Columbia	MO	65203	(573) 818-2988
Zilkie Insurance Group LLC	50 Crestwood Executive Dr, Suite 444	Crestwood	MO	63126	(314) 949-2444
Henderson Insurance Agency, LLC	127 W 3rd St	Cameron	MO	64429	(660) 864-0113
Mary Agan Insurance LLC	5377 Highway North, Suite 110	Cottleville	MO	63304	(314) 396-8841
Skein Insurance Group, LLC	338 Broadway, STE 311	Cape Girardeau	MO	63701	(573) 334-9999
Knabe Insurance Brokerage LLC	7001 North Locust Street, Suite A115,	Gladstone	MO	64118	(816) 643-3316
Giarraputo Agency LLC	200 Northeast Missouri Road, Suite 200, # 275	Lee's Summit	MO	64086	(816) 287-8422
Blue Insurance Services LLC	117 Jefferson Street, #35	Saint Charles	MO	63301	(636) 614-4993
Canote Insurance LLC	501 Fay St, Ste 112	Columbia	MO	65201	(573) 303-5889
Hampson Insurance LLC	101 South East 29th Terrace, Suite 1	Lee's Summit	MO	64082	(816) 448-4007
Godwin Group LLC	3718 Robinson Pike Road	Grandview	MO	64030	(816) 875-5777
Chelsea Cross Insurance LLC	102 South Interstate Drive, Suite 17	Sikeston	MO	63801	(573) 818-2275
Sullivan Shikles, LLC	917 Leslie Boulevard	Jefferson City	MO	65101	(573) 206-8083
WD Insurance Agency, LLC	4967b NE Goodview Cir	Lee's Summit	MO	64064	(816) 282-6097
Apryl Handy Agency, LLC	1301 25th Avenue Suite 2B	Gulfport	MS	39501	(228) 206-0122
WJK LLC	729 East Pass Road, Unit P	Gulfport	MS	39507	(228) 220-0680
Killens Agency LLC	404 Enterprise Drive, Suite E	Oxford	MS	38655	(601) 914-6432

Taylor H. Craven Insurance, Inc.	1145 Robinson Street	Ocean Springs	MS	39564	(228) 205-4176
Odom Agency LLC	3313 Market Street	Pascagoula	MS	39567	(228) 366-9253
Spartan Solutions, LLC	8579 West Oaklawn Road, Suite C	Bilox	MS	39532	(228) 288-4883
Yesterday's Business, LLC	1513 Hardy Street	Hattiesburg	MS	39401	(601) 336-2959
The Moore Agency LLC	2700 24th Avenue, Office A,	Gulfport	MS	39501	(228) 284-2296
Houston Family Insurance LLC	2022 Central Avenue, Suite 16	Great Falls	MT	59401	(406) 414-6630
White Agency Inc	6300 Jackrabbit Lane Suite 9	Belgrade	MT	59714	(406) 451-0208
LaMantia Agency P.C.	1925 Grand Avenue, Suite 100	Billings	MT	59102	(406) 206-3122
Rowdy Fee Insurance Agency LLC	707 West Center Street	Kalispell	MT	59901	(406) 206-7175
Ryan Olsen Insurance Agency Inc	2135 Charlotte Street, Unit 2	Bozeman	MT	59718	(406) 417-3699
RAISE LLC	30 5th Street East, Suite 101	Kalispell	MT	59901	(406) 703-3001
HONAKER INSURANCE AGENCY PC	7675 U.S. 287	Townsend	MT	59644	(406) 204-3708
Camacho Soto Insurance LLC	1230 West Morehead Street, Suite 212	Charlotte	NC	28208	(910)-610-5384
A & R Insurance LLC	10800 Sikes Place, Suite 130	Charlotte	NC	28277	(704) 386-6330
Carolina Choice Agency Inc.	201 Commercial Court	Sanford	NC	27330	(919) 589-8905
Mahoney Manhart, Inc.	839 Majestic Court, Suite 9	Gastonia	NC	28054	(703) 992-9664
Bradley Davis Agency, LLC	5101 Monroe Road	Charlotte	NC	28205	(704) 337-2888
Bryce Frankel**	521 East Morehead Street, Suite 200	Charlotte	NC	28202	(704) 386-6394
The Harrison Insurance Group LLC**	521 East Morehead Street, Suite 200	Charlotte	NC	28202	(704) 386-6303
The McCallum Agency, LLC	713 South Main Street	Laurinburg	NC	28352	(910) 900-4805
The Blundell Group LLC	7200 Creedmoor Road, Suite 306,	Raleigh	NC	27613	(919) 723-2344
The Sargent Agency, LLC	4644-C Arendell Street	Morehead City	NC	28557	(919) 439-7255
Kysar Company LLC	205 South Dudley Street	Burgaw	NC	28425	(910) 390-6653
Blackstone Insurance, LLC	615 St. George Square Court, Suite 300	Winston Salem	NC	27103	(336) 346-8661
Jarred Robertson, LLC	1000 North Carolina Music Factory Boulevard, C6	Charlotte	NC	28206	(704) 626-0223
McElveen Agency, LLC	4722 Park Road, Unit D	Charlotte	NC	28209	(704) 912-5040

Duck Duck Goose, LLC	5595 North Croatan Highway	Southern Shores	NC	27949	(252) 557-0884
JRMIII, Inc.	107 Wind Chime Court	Raleigh	NC	27615	(919) 578-5788
OH MY GOSS AGENCY INC.	1750 Northwest Maynard Road, Suite 100, Office 107	Cary	NC	27513	(919) 535-9388
Lauren Nuqul Insurance and Financial Services, Inc.	4701 Wrightsville Avenue, Unit 2108	Wilmington	NC	28403	(910) 249-6610
The Ball Agency, LLC	521 East Morehead Street, Suite 200	Charlotte	NC	28202	(704) 323-5117
Seagate Insurance LLC	1650 Military Cutoff Road, Suite 100	Wilmington	NC	28403	(910) 408-3299
InsuRank Corp.	1 North Main Street, Suite 230	Franklinton	NC	27525	(919) 728-1366
The Pagley Agency, LLC	521 East Morehead Street, Suite 200	Charlotte	NC	28202	(704) 246-5977
The Sheridan Agency LLC	1000 West Morehead Street, Unit 150	Charlotte	NC	28202	(704) 386-6320
The Silver Agency LLC	3900 Barrett Drive, Suite 312	Raleigh	NC	27609	(919) 746-7399
Castelli Enterprises LLC	1002 Vandora Springs Road, Suite 114	Garner	NC	27529	(919) 891-9595
Carter Insurance And Financial Services LLC	10801 Johnston Road, Suite 109,	Charlotte	NC	28226	(704) 998-2242
The Corgan Agency, LLC	19018 Lake Breeze Drive	Cornelius	NC	28031	(704) 386-6384
Coastal Choice Insurance, LLC	1508 Military Cutoff Rd., Ste 206	Wilmington	NC	28403	(910) 635-0844
Lanzano & Cathersides, Inc.	32 North Main Street, Suite 209	Belmont	NC	28012	(704) 386-6387
The Meese Agency, LLC	155 West New York Avenue, Suite 100	Southern Pines	NC	28387	(910) 900-8071
NC We Protect Your Dreams LLC	6317 Oleander Drive, Suite E	Wilmington	NC	28403	(410) 384-4500
J.E. Stephens & Associates LLC	704 Broad Street	Fuquay-Varina	NC	27526	(919) 655-7790
Steed and Hayes Raleigh Agency LLC	1201 Edwards Mill Rd	Raleigh	NC	27607	(281) 845-3313
Dimas Investments LLC	4611 South 96th Street, Suite 125	Omaha	NE	68127	(402) 275-6330
RL Affordable Insurance, LLC	2121 North Webb Road, Suite 310	Grand Island	NE	68803	(308) 337-4646
Nutter Insurance, LLC	227 Londonderry Turnpike	Manchester	NH	03104	(603) 554-3255
Jude B. Logue	24 Front Street, Suite G9	Exeter	NH	03833	(603) 696-3100
Ray A. Lopez	170 Commerce Way Suite 200	Portsmouth	NH	03801	(603) 389-6229
Chris Berry Investments, LLC	83 Lafayette Road, Unit 23 - A	Hampton Falls	NH	03844	(603) 202-3110

ACC Insurance Agency LLC	64 Ridge Road	North Arlington	NJ	07031	(201) 377-1530
SJS Consulting Services INC.	236 Possum Hollow Road	Jamesburg	NJ	08831	(732) 338-9168
The Smith Agency, LLC	3123 Klockner Road, Suite 100	Hamilton Township	NJ	08690	(609) 630-4080
AC LEGOCY LLC	20 Jackson Drive, Suite 107	Cranford	NJ	07016	(732) 474-1722
Safeguard Agency LLC	1985 Highway 34, Building A, Suite 7A - 1, 2nd Floor,	Wall Township	NJ	07719	(732) 479-3802
D&E Initiatives, LLC	113 East River Road, Unit B2	Rumson	NJ	07760	(732) 534-3766
The Mauricio Agency LLC	500 Paterson Plank Road, Unit 08	Union City	NJ	07087	(551) 430-5700
Cruz Agency Group, Inc.	2301 Atlantic Avenue, Suite C	Manasquan	NJ	08736	(732) 955-4779
The Geese from the East LLC	34 Tuckahoe Road	Marmora	NJ	08223	(609) 476-9229
Matari Brokerage LLC	1113 Main Street	Paterson	NJ	07503	(862) 214-7677
Core Four Brokers LLC	603 Bloomfield Avenue, Suite 2	West Caldwell	NJ	07006	(973) 435-2522
The Tejada Agency, LLC	12 Daniel Rd Suite 302	Fairfield	NJ	07004	(973) 814-2339
The Mardyn Agency LLC	1860 Greentree Road Suite A	Cherry Hill Township	NJ	08003	(856) 315-1244
Lynne A. Long-Higham	224 North High Street	Millville	NJ	08332	(609) 644-4779
Shore Coverage, LLC	1704 Maxwell Drive, Suite 106	Wall	NJ	07719	(732) 372-4421
Mike Maguire Agency Inc.	3455 Route 66, Suite 3A,	Neptune	NJ	07753	(732) 479-3777
MS Establishment, LLC	115 Route 46, Floor 2, Suite D29 and D30	Mountain Lakes	NJ	07046	(201) 323-4881
PCAK Indemnity LLC	101 Hudson St Suite 2122	Jersey City	NJ	07302	(551) 298-3866
DeGuzman Agency, LLC	4400 Route 9 South Suite 1000	Freehold	NJ	07728	(848) 800-4880
Looking To The Future Corp	610 Franklin Avenue	Montclair	NJ	07042	(862) 658-6800
Patterson Agency, LLC	102 Independence Boulevard	Sicklerville	NJ	08081	(609) 964-0606
Ramadan Insurance Agency, INC	502 Haddonfield-Berlin Road Suite #201	Voorhees	NJ	08043	(856) 300-0890
Verdi Kaba	1401 Valley Road	Wayne	NJ	07470	(973) 777-3411
David Robinson	1585 Springfield Avenue, Suite 2	Maplewood	NJ	07040	(908) 738-1919

The Cayero Group Limited Liability Company	89 Headquarters Plaza, Suite 1458	Morristown	NJ	07960	(908) 864-5644
Monique Perry Agency LLC	2400 Morris Avenue, Suite 104	Union	NJ	07083	(973) 954-9300
GM Agency LLC	124 Little Falls Road, Suite A2	Fairfield	NJ	07004	(862) 343-5573
Paterno Agency LLC	3600 New Jersey 66, Suite 150, Unit 122	Neptune Township	NJ	07753	(908) 271-5088
A Shields Agency LLC	3428 Highway 47, Unit B,	Los Lunas	NM	87031	(505) 966-9909
The Beall Agency LLC	100 Sun Avenue Northeast, Suite 650	Albuquerque	NM	87109	(505) 404-1913
Tim Gladem Insurance, LLC	226 South Water Street	Las Cruces	NM	88001	(575) 216-4129
LINDSAY INSURANCE GROUP, LLC	226 South Water Street	Las Cruces	NM	88001	(575) 242-3530
A.D. Services, LLC	4326 West Cheyenne Avenue, Suite 102	North Las Vegas	NV	89032	(725) 213-6002
The Musico Agency, LLC	9437 Double Diamond Parkway, Suite 18	Reno	NV	89521	(775) 460-2644
L&G Insurance Agency Inc.	10000 West Charleston Boulevard, Suite 130	Las Vegas	NV	89135	(702) 986-7700
Nicholas Family Insurance Agency Prof. Corp.	1180 North Town Center Drive, Suite 100	Las Vegas	NV	89144	(725) 213-6011
5 STAR MULTI SERVICES, INC.	154-2 Remington Boulevard	Ronkonkoma	NY	11779	(631) 759-4449
Gemini 30 LLC	1355 Montauk Highway	Mastic	NY	11950	(631) 759-5526
Fated Ace, LLC	20 Warren Street	Glens Falls	NY	12801	(518) 831-0114
Chris Lavelle Insurance Agency, Inc.	211 East 43rd Street, Suite #609	New York	NY	10017	(332) 334-6577
Donald F. Pawluk	1303 Main Street	Port Jefferson	NY	11777	(631) 812-5499
The 716 Agency LLC	5373 Transit Road, Suite 1	Williamsville	NY	14221	(716) 427-5290
Sules Family Agency Inc.	44 Mamaroneck Avenue, Suite C	White Plains	NY	10601	(914) 216-7322
Rockville Agency LLC	43 Clinton Avenue, Suite 1B	Rockville Centre	NY	11570	(516) 320-8233
Gustinvil, The Family Agency Inc.	25 Melville Park Road, Suite 203A, Office 215	Melville	NY	11747	(631) 824-0588

Robert M. Todd	218 North Main Street	North Syracuse	NY	13212	(680) 697-2550
Rodriguez Agency, Inc.	2079 Wantagh Avenue	Wantagh	NY	11793	(516) 888-5299
JC Agency Group, Inc.	606 Middle Country Road	Middle Island	NY	11953	(631) 533-9488
Walter McKenna Agency LLC	1225 Franklin Avenue, Suite 325	Garden City	NY	11530	(516) 673-4999
Carosone Agency, Inc.	2 Overhill Road, Suite 400	Scarsdale	NY	10583	(914) 619-5117
Bartel Holdings Inc.	50 Fountain Plaza, Suite 1400, Office 1469	Buffalo	NY	14202	(716) 427-8005
The Marc Schneider Agency Corp	445 Broad Hollow Rd. Suite 25	Melville	NY	11747	(917) 670-1202
TG Agency LLC	120-01 Guy R Brewer Boulevard	Queens	NY	11434	(516) 515-9390
Ibrahim Khalil Agency LLC*		East Amherst	NY	14051	(716) 275-2392
Rodney C. Corbin and Pionne M. Corbin*		Buffalo	NY	14201	(540) 783-9014
FUTO INSURANCE GROUP LLC	1100 West Bagley Road, Suite 209	Berea	OH	44017	(440) 426-9005
The Seamster Agency LLC	175 South 3rd Street, Suite 355	Columbus	OH	43215	(614) 324-3804
DERICK COOPER AND ASSOCIATES, LLC	85 East Gay Street, Suite 907	Columbus	OH	43215	(614) 678-5565
Karbon Bull, LLC	7588 Central Parke Blvd, Suite 325	Mason	OH	45040	(513) 884-4274
Joni Wagner Insurance Agency, Inc.	411 West Loveland Avenue, Suite 201-E, Office 4	Loveland	OH	45140	(513) 904-5898
The Light Agency of Ohio, LLC	5650 Blazer Parkway, Suite 143	Dublin	OH	43017	(614) 401-2999
Huster Insurance Agency LLC	9853 Johnnycake Ridge Road, Suite 304	Mentor	OH	44060	(440) 534-6840
Compston Insurance Group LLC	49 East Church Street	Newark	OH	43055	(740) 901-0366
ENW LLC	425 Greenwell Avenue	Cincinnati	OH	45238	(513) 572-3303
Paul E. Roberts	135 North Hamilton Rd	Gahanna	OH	43230	(614) 335-4332
AMMP Companies LLC	7466 Auburn Road, 1st Floor, Suite A2	Concord	OH	44077	(440) 467-0177
Whitehouse Insurance LLC	35104 Euclid Avenue, Unit 217	Willoughby	OH	44094	(440) 536-8026
Moore Insurance Agency, LLC	7716-7720 Rivers Edge Drive	Columbus	OH	43235	(614) 335-9001
K & D Insurance, LLC	3040 Riverside Drive, Suite 205	Columbus	OH	43221	(419) 296-1347

The Ohio Agency, LLC	110 West Main Street	Lakeside Marblehead	OH	43440	(419) 987-4299
Susan McCrabb Insurance Agency LLC	5131 Post Road, Suite 396	Dublin	OH	43017	(614) 948-6612
Bonnici Insurance Agency LLC	3950 Sunforest Court, Suite 245	Toledo	OH	43623	(419) 200-2296
Kevin J. Gavitt Insurance Agency, LLC	3578 Niles Cortland Road Northeast, Unit B	Cortland	OH	44410	(234) 279-4260
SUTTON-BURGER AGENCY, LLC	3841 Attucks Drive, Suite A	Powell	OH	43065	(614) 324-3800
Timothy P. Monroe	5929 Darrow Road, Suite 3A	Hudson	OH	44236	(330) 468-0800
Tenney Insurance Agency LLC**		Columbus	OH	43228	(330) 307-8867
Matthew C. Lenahan*		Cincinnati	OH	45208	(513) 443-4469
McMillan, LLC	1015 Waterwood Parkway, Suite G, Unit E-2	Edmond	OK	73034	(318) 505-9653
KJI LLC	414 East 3rd Street, Suite C	Grove	OK	74344	(918) 308-5873
The Greenwood Agency, LLC	115 West 3rd Street, Suite 403	Tulsa	OK	74103	(918) 308-5802
MWF Ventures, LLC	11900 North MacArthur Boulevard, Suite A-1	Oklahoma City	OK	73162	(405) 724-6639
May Family Agency LLC	2488 East 81st Street, Suite 4806	Tulsa	OK	74137	(918) 884-7724
Jeff McCormick Agency LLC	4320 Adams Rd	Norman	OK	73069	(539) 202-8933
The Bullock & Erne Insurance Agency, LLC	541 Willamette Street, Suite 104	Eugene	OR	97401	(541) 630-9002
DIANA MIKHNO LLC	811 Southwest 6th Avenue, Suite 1000	Portland	OR	97204	(503) 498-9144
Kevin T. Reimer	1500 Valley River Drive, Suite 370	Eugene	OR	97401	(541) 512-7008
Kyle Bunch Agency LLC	29781 Town Center Loop W, Suite A,	Wilsonville	OR	97070	(503) 567-1633
The j2 Agency Inc.	7440 Southwest Hermoso Way	Tigard	OR	97223	(503) 334-0557
PKREW LLC	6700 Southwest 105th Avenue, Suite 116	Beaverton	OR	97008	(503) 765-5409
Thomas Synovec Insurance Agency LLC	5 Centerpointe Drive, Suite 400, Office 72	Lake Oswego	OR	97035	(503) 535-0499
Shirazi Insurance LLC	4145 SW Watson, Suite 350,	Beaverton	OR	97005	(971) 233-6777

Kyle M. DeVos*		Grants Pass	OR	97526	(503) 688-0504
Lanlev Group Corporation*		Beaverton	OR	97007	(503) 530-7182
Kadi & Kadi Insurance, LLC	811 North 19th Street	Allentown	PA	18104	(484) 750-6933
GDS 1108 LLC	5 Great Valley Pkwy	Malvern	PA	19355	(610) 477-2899
Ali Insurance Agency Inc.	2856 Bristol Pike Unit B	Bensalem	PA	19020	(215) 454-7655
Lyons-Klepeis Agency, LLC	28 North 15th Street	Allentown	PA	18102	(610) 365-1532
The Brennan Agency, LLC	3800 Market Street, Suite 206	Camp Hill	PA	17011	(717) 797-2772
Coley Insurance Group, LLC	2851 Centre Avenue, Suite A3	Reading	PA	19605	(484) 838-6088
The Murphy Cosaint Company	203 West Chestnut Street, Suite 104	West Chester	PA	19380	(484) 451-1005
Tomlin Insurance LLC	5 Great Valley Parkway, Suite 269	Malvern	PA	19355	(610) 871-4644
The Kweder Agency LLC	1521 West Oregon Avenue	Philadelphia	PA	19145	(267) 551-3320
K2 Agency LLC	5139 Main Street	East Petersburg	PA	17520	(223) 244-5544
F and B Insurance Agency, LLC	218 Lincoln Hwy	Fairless Hills	PA	19030	(267) 405-3957
Cangelosi Insurance Agency, LLC	27 West Airy Street	Norristown	PA	19401	(215) 660-4400
Gregory Schnee	3425 Limekiln Pike, Suite 3	Chalfont	PA	18914-3602	(267) 571-6151
The Brendle Agency, LLC	1630 Manheim Pike	Lancaster	PA	17601	(717) 844-6311
Jeffery Roth Insurance Agency LLC	100 N Wilkes-Barre Blvd Suite 403	Wilkes-Barre	PA	18711	(570) 408-1646
Bowdler Insurance Agency, Inc	18 Campus Blvd Suite 100	Newtown Square	PA	19073	(484) 805-0063
The O'Gara Agency, LLC	580 Virginia Drive, Suite 130	Fort Washington	PA	19034	(610) 871-4662
Kevin Murray Agency Limited	8911 Frankford Avenue	Philadelphia	PA	19136	(267) 270-4188
Korey Paff Inc	375 Floral Avenue, Ste 105	Chambersburg	PA	17201	(717) 477-5107
The Carr Agency Inc.	800 N. Bell Avenue, Suite 135	Carnegie	PA	15106	(724) 765-8145
Mary Murphy	2400 David Drive	Havertown	PA	19083	(484) 626-0226
Startzenbach Insurance Agency, Inc.	547 Lincoln Ave, Ste #3	Pittsburgh	PA	15202	(412) 447-1030

The Bauer Agency, Inc.	4074 Mt Royal Boulevard, Suite 100 and 101	Allison Park	PA	15101	(724) 510-0200
Tirendi Financial Group, LLC	12 Penns Trail	Newtown	PA	18940	(215) 428-1906
MaxChoice Premier Risk Solutions Inc.	223 Wilmington- West Chester Pike, Suite 300B	Chadds Ford	PA	19317	(484) 408-6620
The Kitchin Agency LLC	210 West Front Street, Suite 201	Media	PA	19063	(484) 577-3255
Hissong Family Insurance Agency, LLC	235 South Street, Office 2	McSherrystown	PA	17344	(717) 685-5504
AJA Pride LLC	699 Old Baltimore Pike, Suite 204	West Grove	PA	19390	(484) 801-0931
Carabasi Group LLC	1501 Bethlehem Pike, Suite 2	Flourtown	PA	19031	(610) 229-0107
Joe Parson	2604 E Allegheny Ave	Philadelphia	PA	19134	(267) 968-1577
Marinelli Ins and Fins Svcs, LLC	301 Oxford Valley Road, Suite 1602A	Yardley	PA	19067-7721	(267) 551-3395
The Plummer Group, Inc.	75 Valley Stream Parkway, 2nd Floor,	Malvern	PA	19355	(215) 861-1077
Barone Insurance, LLC	550 Hannum Ave	West Chester	PA	19380	(610) 427-2551
Mahboubi Agency LLC	3070 Bristol Pike, Suite 1-102A	Bensalem	PA	19020	(267) 876-5333
Joshua E. Short	630 Freedom Business Center, Third Floor, Office 74	King of Prussia	PA	19406	(610) 631-1718
Carwile Insurance Agency, LLC	2669 Lititz Pike, Suite E/F	Lancaster	PA	17601	(717) 295-4537
Velocity SNJ II, LLC	146 Grant Avenue	Pittsburgh	PA	15209	(412) 305-5744
Daniel J. Sules Agency Inc.	1272 West Main Road The Green III Suite 222	Middletown	RI	02842	(401) 236-6855
Wind River Partners LLC**		Pawleys Island	SC	29585	(843) 251-4896
Rachel S. Parker*		Awendaw	SC	29429	(704) 330-0822
AD Lewis Agency, LLC	503 Wando Park Boulevard, Office 205L	Mount Pleasant	SC	29464	(843) 936-0994
The Dangerfield Agency, LLC	11 N Irvine St, Suite 15	Greenville	SC	29601	(864) 404-6360
Blake Robertson Insurance, LLC	12-A Carriage Ln	Charleston	SC	29407	(843) 790-9321
Dana R. McMahan	355 St Mark Rd	Taylors	SC	29687	(864) 626-6745
First Gallant LLC	228 Richland Ave NW, Suite 4	Aiken	SC	29801	(803) 830-5477

The Hinkle Group, LLC	301 Augusta Street, Suite 100, Office 305	Greenville	SC	29601	(864) 987-8177
The Gregory Agency, LLC	2502 Wade Hampton Boulevard, Unit 5,	Greenville	SC	29615	(864) 751-0626
Jennifer Dasinger Agency LLC	100 Corporate Way, Suite 200	Summerville	SC	29483	(854) 222-9661
Whitehead Insurance Solutions, LLC	9261 South Carolina 707, Suite J	Myrtle Beach	SC	29588	(843) 502-5804
Lindsay Berkey, LLC	1184 Clements Ferry Road, Unit D	Charleston	SC	29492	(843) 680-8920
Maureen Kunzmann Insurance Group Inc.	100 Corporate Way, Office 1A	Summerville	SC	29483	(854) 800-1554
Whitehead & Bell LLC	3104 River Road	Piedmont	SC	29673	(864)-751-0602
Asset Protection Agency, LLC	1312 Professional Drive, Suite 200	Myrtle Beach	SC	29577	(843) 585-0210
TMR Agency LLC	5 New Orleans Road, Suite 100,	Hilton Head Island	SC	29928	(843) 733-4592
Grand Strand Insurance Associates, LLC	1004 29th Avenue North, Suite E	Myrtle Beach	SC	29577	(854) 800-3317
Kenneth R. Kight	336 Georgia Avenue, Suite 206D	North Augusta	SC	29841	(803) 766-7799
Anytime Insurance LLC	2160 Whiskey Road	Aiken	SC	29803	(804) 219-4820
Magnolia Street Partners, LLC	3094 North Highway 17	Mount Pleasant	SC	29466	(843) 936-1993
Bird Nest Insurance LLC	700 Nexton Square Drive, Suite 238	Summerville	SC	29486	(843) 825-7599
Ask Seek Knock LLC	126 Farm Road, Suite E,	Summerville	SC	29485	(843) 879-4768
Coastal Solutions Agency, LLC	32 Office Park Road, Suite 114	Hilton Head Island	SC	29928	(404) 229-7730
Heritage Harbor Insurance, LLC	1387 Harborview Road	Charleston	SC	29412	(843) 680-8922
Coastal Solutions Agency, LLC	2 Park Lane, Suite 200	Hilton Head Island	SC	29928	(404) 229-7730
Michelle Strong*		Smyrna	TN	37167	(615) 424-1618
Riggs Insurance Group, LLC	2904-A Tazewell Pike Suite A	Knoxville	TN	37918	(865) 381-9699
Debra A. Hudson	8961 Dayton Pike Suite B	Soddy Daisy	TN	37379	(423) 405-6343
Hazel Holdings LLC	636 Grassmere Park #130A	Nashville	TN	37211	(615) 810-8531
LIN LLC	7953 Stage Hills Boulevard, Suite 103	Memphis	TN	38133	(901) 245-2655

Janet Aertker Insurance Agency LLC	272 North Military Avenue, Suite 204	Lawrenceburg	TN	38464	(615) 567-5298
Seagren & Blayney Agency LLC	639 East Maine Street, Suite 9, Lower Level	Hendersonville	TN	37075	(925) 315-4396
Warren Insurance Solutions, LLC	3401 Mallory Lane, Suite 100 & 200, Office 219	Franklin	TN	37067	(615) 716-1220
Mike Grimes Insurance LLC	7715 Oak Ridge Hwy	Knoxville	TN	37931	(865) 381-9633
The Ferman Agency, LLC	400 East Main Street, Suite 215	Chattanooga	TN	37408	(423) 558-0338
Tyler A. Roberts	40 Burton Hills Boulevard #249	Nashville	TN	37215	(629) 236-5511
The Strube Agency LLC	147 Veterans Parkway	Murfreesboro	TN	37128	(615) 622-2569
The Goode Insurance Agency LLC	159 Darlene Drive, Building 2, Suite 235,	Clarksville	TN	37042	(931) 525-6977
McFadden & Sons Insurance, LLC	1222 Demonbreun Street, Suite 1605	Nashville	TN	37203	(303) 268-0130
Aaron Marlin Agency LLC	206 North Dove Road, Suite 105	Grapevine	TX	76051	(940) 236-9443
The Joseph Agency LLC	2950 North Loop West, Suite 500, Office 560	Houston	TX	77092	(214) 216-1291
Adam Bryant Inc.	6511 Stewart Road, Suite 9B,	Galveston	TX	77551	(409) 443-8200
Alison Logan LLC	1920 McKinney Avenue, Suite 08A144:1	Dallas	TX	75201	(214) 778-2345
Garza Insurance Agency LLC	4725 College Park, Suite 102	San Antonio	TX	78249	(210) 448-8804
A&K Insurance Services, LLC	4325 Windsor Centre Trail #600	Flower Mound	TX	75028	(972) 782-4775
Andrew McCulloch Agency, LLC	1015 Champions Drive, Suite 100	Aledo	TX	76008	(817) 769-2633
The Peters Agency, LLC	2002 Timberloch Place, Suite 200, Office # 76	The Woodlands	TX	77380	(713) 324-9065
The Slye Agency, LLC	301 West Main Street, Suite 170,	Midlothian	TX	76065	(972) 708-4920
The Werley Agency, LLC	2001 Timberloch Place, Suite 500	The Woodlands	TX	77380	(281) 895-3133
ACH Financial Services LLC	4800 Sugar Grove Boulevard, Suite 604	Stafford	TX	77498	(832) 808-0129
ACIG, LLC	2734 Sunrise Blvd Suite 208	Pearland	TX	77584	(832) 777-7584
Luis Antonio Gutierrez	8951 Cypress Waters Boulevard, Suite 160	Dallas	TX	75019	(940) 365-0100
Koenig?s King LLC	712 North Houston Avenue, Suite B	New Braunfels	TX	78130	(830) 216-8344

Buchanan Insurance Services LLC	2401 Judson Road, Suite 103	Longview	TX	75605	(903) 215-8242
Ashley R. Dolan	25511 Budde Road, Suite 3403- B	The Woodlands	TX	77380	(832) 356-4513
AKT Insurance Enterprises, LLC	6002 FM 3180, Suite 280, Office 108	Baytown	TX	77523	(281) 896-0095
Buchwald Risk Management LLC	5025 Colleyville Blvd	Colleyville	TX	76034	(682) 334-1018
Jones Insurance Services LLC	1100 Parker Square, Suite 270	Flower Mound	TX	75208	(972) 889-9112
Whiskey Squad Cracked Coconuts LLC	1008 Stonewall Street, Unit E1	Garland	TX	75043	(214) 427-6951
Alpha & Omega Affordable Insurance Services, Inc.	4005 Technology Drive, Ste. 1008-D	Angleton	TX	77515	(281) 383-9300
The Gunn Agency LLC	301 South Coleman Street, Suite 40	Prosper	TX	75078	(214) 646-2488
The Brawley Agency LLC	714 North Travis Street, Unit 2U	Sherman	TX	75090	(903) 289-1487
Blake Letcher Insurance Agency LLC	9705 Tehama Ridge Parkway, Suite 260	Fort Worth	TX	76177	(817) 778-8983
Co-Get It LLC	3011 Andrews Highway, Suite B-200	Odessa	TX	79762	(432) 256-4055
Brady Gales LLC	3232 McKinney Avenue, Suite 500, Office 557	Dallas	TX	75204	(682) 200-6658
Ohana Insurance Agency LLC	9258 Culebra Road, Suite 140	San Antonio	TX	78251	(210) 640-6670
BKV Agency LLC	500 South Tennessee Street	McKinney	TX	75069	(214) 764-2257
The May Agency LLC	11133 Interstate 45 South, Suite 210	Conroe	TX	77302	(713) 324-9010
Carmona Book Two LLC	5850 Town and Country Boulevard Suite #502	Frisco	TX	75034	(214) 446-5445
Lemieux Insurance Agency LLC	129 Collins Road, Suite 2218	Sunnyvale	TX	75182	(940) 283-0844
THE BRETT STICKER AGENCY, LLC	11011 Richmond Avenue, Suite 173	Houston	TX	77042	(409) 572-9295
Kimberlin Consulting, LLC	1800 Teague Drive, Suite 524	Sherman	TX	75090	(903) 385-3805
Elston Consulting, Inc.	1215 E South 11th Street, Suite B101	Abilene	TX	79602	(325) 333-4380
The Jewell Agency, LLC	10333 Harwin Drive, Suite 460E	Houston	TX	77036	(713) 324-9033
The Ramsey Insurance Agency, LLC	1500 Solana Blvd, Building 4, Suite 4500	Westlake	TX	76262	(512) 501-1764

The Garrison Legacy Group Limited Company**	1332 Teasley Lane, Suite 103B	Denton	TX	76205	(214) 216-1078
Caleb Glenn Insurance Agency LLC	7500 Highway 71W, Suite 202	Austin	TX	78735	(512) 887-1220
Reaves Insurance Services, LLC	2550 Pacific Avenue, Suite 700	Dallas	TX	75226	(469) 250-6731
Bar 3 Insurance Group LLC	11701 Bee Caves Road, Office 214	Bee Cave	TX	78738	(512) 675-4015
M.T.C. PLUS NETWORK INSURANCE AGENCY INC	1001 South Dairy Ashford Road, Suite 100,	Houston	TX	77077	(832) 476-7749
Griffin Insurance, LLC	20665 West Lake Houston Parkway	Kingwood	TX	77346	(281) 359-2222
MOC Insurance Agency LLC	3011 Andrews Highway, Suite B-200	Odessa	TX	79762	(432) 200-4216
Regal Regal LLC	701 Highlander Boulevard, #130	Arlington	TX	76015	(817) 382-1813
Moore Risk Consultants, LLC	9000 Six Pines Drive, Office 157	Shenandoah	TX	77380	(281) 588-0923
Guardian Portfolio Risk Management, LLC	7500 State Highway 71 West, Suite 106	Austin	TX	78736	(512) 676-2518
The Page Agency, LLC	102 Palo Pinto Street, Suite A	Weatherford	TX	76086	(817) 618-1455
Carroll Family Insurance Agency LLC	701 North Loop 336 East, Suite 102A	Conroe	TX	77301	(832) 353-1430
CM Capital Holdings LLC	11251 Northwest Freeway, 330 and 340	Houston	TX	77092	(281) 407-6330
Allen Family Insurance Agency LLC	2040 North Loop 336 West, Suite 312	Conroe	TX	77304	(832) 412-2251
UKnighted Insurance, LLC	1504 Montana Ave	El Paso	TX	79902	(915) 975-5993
HCZ Enterprises PLLC	119 West Virginia Street, Suite 300	McKinney	TX	76069	(972) 445-9608
The Godfrey Group LLC**	4140 McKnight Road	Texarkana	TX	75503	(903) 222-5251
CMTAN HOLDINGS LLC	159 Riding Club Road, Suite 267	Rockwall	TX	75087	(469) 312-2588
Cody Emerson Insurance, LLC	11251 Northwest Freeway	Houston	TX	77092	(713) 324-9071
CDG Agency LLC	3010 Lyndon B Johnson Freeway, Office 1224	Dallas	TX	75234	(214) 427-6844
WEBJEAN LLC	5234 Old Jacksonville Highway, Suite 110	Tyler	TX	75703	(903) 534-5800

Cooper Rogers Insurance Agency LLC	1101 Satellite View, Office 305	Round Rock	TX	78665	(512) 598-0800
Brenton Insurance Group LLC	3825 Lake Austin Boulevard, Suite 501	Austin	TX	78703	(512) 676-2527
C. Pilcher Insurance Services, LLC	111 North Trinity Street	Gilmer	TX	75644	(903) 680-3100
RCP INSURANCE AGENCIES, LLC	8700 9th Ave Ste 107	Port Arthur	TX	77642	(409) 332-4990
Danny Moore Insurance Agency, LLC	601 Quail Valley Drive	Georgetown	TX	78626	(512) 887-4010
The Raymond Agency, LLC	1315 Rayford Park Rd Suite 502	Spring	TX	77386	(281) 378-4840
Tubbs & Co LLC	401 N FM 1187	Aledo	TX	76008	(817) 754-1630
Hodges and Wolfe Agency, PLLC	1201 NW Loop 281, Ste 412	Longview	TX	75604	(903) 253-2524
Derrick Insurance Agency LLC	5005 West Royal Lane, Suite 237	Irving	TX	75063	(972) 410-3852
Desiree's Premier Insurance Agency, LLC	1414 S Friendswood Drive, Building A, Suite 118	Friendswood	TX	77546	(281) 635-8498
Sunburst JEF LLC	6136 Frisco Square Blvd Ste. 400	Frisco	TX	75034	(214) 935-9625
BRB, LLC	150 Westpark Way, Suite 120	Euless	TX	76040	(817) 409-4889
Busted Quail, LLC	2340 E. Trinity Mills #300	Carrollton	TX	75006	(972) 217-9146
Dustin Holladay Inc.	629 North Frankston Highway	Frankston	TX	75763	(903) 969-3814
Dwayne Wells Agency LLC	1101 Satellite View, Unit 305	Round Rock	TX	78665	(512) 677-6361
The E&L Insurance Agency, Inc.	620 North Carroll Avenue, Suite 150	Southlake	TX	76092	(817) 886-8772
England Todd Agency LLC	11251 Northwest Freeway	Houston	TX	77092	(713) 324-9054
The Buchanan Agency LLC	130 N. Preston Rd, Suite 252	Prosper	TX	75078	(972) 457-1140
Leveraged Technology Solutions LLC	1107 Green Avenue	Orange	TX	77630	(409) 299-8894
Lothbrok Enterprises, LLC	5152 Fredericksburg Road, Ste. 200G,	San Antonio	TX	78229	(409) 554-0328
Covered by Sheets LLC	11251 Northwest Freeway, Suite 330 and 340	Houston	TX	77092	(713) 324-9000
Gunther Strength	1710 W Highway 287, Business Suite 120	Waxahachie	TX	75165	(972) 893-1229
Wehman Insurance Group, LLC	11350 Four Points Dr. Suite A	Austin	TX	78726	(512) 887-3942

Bassman Holdings LLC	609 North Ebrite Street, #100	Mesquite	TX	75149	(817) 984-8466
Harry Smith Agency LLC	17304 Preston Rd, Ste 800	Dallas	TX	75252	(214) 769-5998
Herron H. Burroughs	Three Sugar Creek Center, Suite 100	Sugar Land	TX	77478	(281) 381-2701
HRR Ventures, LLC	701 North Loop 336 East, Suite 102B	Conroe	TX	77301	(214) 432-7881
Holly Barclay LLC	1330 Lake Robbins Drive, Suite 650	The Woodlands	TX	77380	(713) 309-6080
Getty Agency LLC	11251 Northwest Fwy, Suite 330,	Houston	TX	77092	(713) 324-9015
Blackwood Insurance Agency LLC	3530 Forest Lane, Suite 120B	Dallas	TX	75234	(214) 427-6837
Cole Agency LLC	3400 N Central Expy, Suite 110	Richardson	TX	75080	(214) 778-2557
Jarad J. Scelfo	8777 West Rayford Rd, Suite 109	The Woodlands	TX	77389	(281) 823-9976
Jasmine Sigcho Agency LLC	1001 S. Dairy Ashford, Suite 153	Houston	TX	77077	(832) 370-5660
Menuey Agency, LLC	2201 Spinks Road, Suite 228	Flower Mound	TX	75022	(214) 556-8686
Jason Olson	17228 West Grand Parkway Suite 2000	Sugarland	TX	77479	(281) 402-8175
JCHarter Insurance Services, LLC	4141 Office Parkway, Suite 104	Dallas	TX	75204	(214) 354-5278
Jerry T. Halliburton	1849 Lamar Avenue, Suite 125	Paris	TX	75460	(214) 616-6155
Flores Insurance Services LLC	3210 Highway 3, Suite A	Dickinson	TX	77539	(832) 476-8113
Jessica McNally LLC	750 N. St Paul St. Suite #200,	Dallas	TX	75201	(713) 599-3533
JLHEV, LLC	6060 North Central Expressway, Suite 500, Office 262	Dallas	TX	75206	(214) 960-4478
Jgootz Insurance Group Corp.	9330 Corporate Dr., Suite 603	Selma	TX	78154	(954) 682-0181
The Banda Insurance Group LLC	910 S Pearl Express Way, Office 72	Dallas	TX	75226	(214) 556-8621
Joel Tipton Insurance Agency, LLC	1802 Industrial Boulevard, Suite 1	Colleyville	TX	76034	(972) 402-5688
JK Dean Insurance Services, LLC	17080 TX-46, STE 108-G	Spring Branch	TX	78070	(210) 825-1233
John Lopez Agency LLC	5409 Edwards Ranch Road, Office 03-111	Fort Worth	TX	76109	(682) 235-5133
Lawhorn & Moore Insurance Brokers, LLC	1311 Chisholm Trail, Suite 403-404	Round Rock	TX	78681	(512) 609-8876
GH Tx Corp	10200 U.S. 290, Suite 205	Austin	TX	78736	(512) 883-4443
John Sehon Insurance Agency LLC	5206 FM 1960 W. Ste. 212M	Houston	TX	77069	(832) 353-3837

Branch-Alexander Group LLC	500 Chestnut Street, Suite 211	Abilene	TX	79602	(325) 399-9017
Jonathan P. Garcia	503 South Loop 4 Suite B	Buda	TX	78610	(512) 522-8997
Jordan Krinsky Agency LLC	503 South Loop 4, Suite A	Buda	TX	78610	(737) 273-9292
Smith Encore Investments, LLC	18 Augusta Pines Dr., Suite 200W	Spring	TX	77389	(832) 702-7772
The Alatorre Group LLC	3707 FM 1960 West, Suite 200E	Houston	TX	77068	(713) 966-6427
JoryCreed LLC	381 West Byron Nelson Boulevard	Roanoke	TX	76262	(214) 427-6815
JRH Agency Inc	820 Station Drive Suite 106	Arlington	TX	76015	(214) 894-8280
JT Snyder LLC	2712 Wingate Street, Suite 101	Fort Worth	TX	76107	(817) 556-7511
Avella LLC	825 Watters Creek Boulevard, Building M, Suite 250,	Allen	TX	75013	(469) 613-1699
Justin Pachta Insurance Agency, L.L.C.	207 South Main Street	Victoria	TX	77901	(361) 433-4070
GooseAgent, LLC	4400 State Highway 121 Suite 300	Lewisville	TX	75056	(972) 544-6322
KEB Ventures LLC	3635 Calder Avenue, Suite 108	Beaumont	TX	77706	(409) 257-6333
Insurance by Katie, LLC	2550 Pacific Avenue, Suite 700	Dallas	TX	75226	(817) 782-2105
True North LLC**	213 E Louisiana St., Suite 2 & 3	McKinney	TX	75069	(469) 361-3334
Gilfour Insurance Agency LLC	17302 House Hahl Rd	Cypress	TX	77433	(281) 358-4722
KMD Agency LLC	7101 Bosque Boulevard, Suite E	Waco	TX	76710	(254) 651-2677
KED Insurance Services LLC	7552 Main Street, Suite 204	The Colony	TX	75056	(214) 257-8434
Kyle Jones Advisors, LLC	6300 183A Frontage Road, Suite 220	Cedar Park	TX	78613	(512) 851-1198
Good Company Insurance Agency LLC	1211 Financial Plaza	Huntsville	TX	77340	(936) 955-5230
LG Star Insurance Group LLC	5851 Legacy Circle, Suite 600	Plano	TX	75024	(469) 200-4228
ShaylieBrooke, LLC	246 West San Antonio Street, Suite 203	New Braunfels	TX	78130	(830) 743-1442
Mims Agency LLC	503 South Loop 4, Unit B	Buda	TX	78610	(737) 881-7811
The Mrozinski Family LLC**	306 West Main Street	Gunter	TX	75058	(469) 361-3297
Rudd Insurance Group, LLC	2722 West Bitters Road, Suite 234	San Antonio	TX	78248	(210) 664-3788
Alliance Insurance Management, LLC	3955 S. Soncy Ste. 203	Amarillo	TX	79119	(806) 476-0733
Mitchell Agency, LLC	2000 Crawford Street, Suite 1629	Houston	TX	77002	(281) 404-9224

Korpela Insurance Agency, LLC	1908 Yaupon Trail, Unit 206, Office #2	Cedar Park	TX	78613	(512) 201-2981
Lori Alba Insurance Agency, LLC	5527 Louetta Rd, Ste. D	Spring	TX	77379	(281) 602-3950
Landin Insurance Agency, LLC	11803 Grant Road, Unit 105	Houston	TX	77429	(281) 796-6111
Unicorn Origin LLC	10480 Grant Road, Suite 110	Houston	TX	77070	(281) 407-5443
The Macarie Kohler Agency LLC**	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(214) 427-6987
Trillo Group LLC	West Interstate 10, Suite 106	San Antonio	TX	78257	(713) 324-9018
All-In A Box LLC	9800 Centre Pkwy, Suite 153	Houston	TX	77036	(832) 553-6222
Legacy Agency, Inc.	118 Vintage Park Boulevard, Suite W-102	Houston	TX	77070	(281) 397-3001
Markus A. Tolson	5115 Washington Avenue	Houston	TX	77007	(713) 880-5225
Dalmacia Insurance Agency, LLC	165 S. Kimball Ave, Suite 110	Southlake	TX	76092	(817) 764-1002
EBS Operations LLC	21720 Hardy Oak Boulevard, Suite 87	San Antonio	TX	78258	(210) 460-2203
Hartnett Insurance Services LLC	710 Buffalo Street, Suite 312A	Corpus Christi	TX	78401	(512) 797-9866
The Lyle Agency LLC**	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(713) 324-9168
First Universal Insurance Company, LLC	3033 Chimney Rock, Suite 212	Houston	TX	77056	(281) 606-0171
D'Ambrosio Insurance Agency, LLC	715 Discovery Blvd., Suite 406	Cedar Park	TX	78613	(512) 212-3900
Michael E. T. Kordewick	1802 Industrial Boulevard, Suite 1	Colleyville	TX	76034	(214) 919-9211
Golden Shell LLC	9606 North Mopac Expressway, Suite 900	Austin	TX	78759	(682) 312-2538
BT Insurance Agency, LLC	2900 Weslayan Street, Suite 555	Houston	TX	77027	(713) 423-7904
Barron Agency LLC	11251 Northwest Freeway, Suite 330,	Houston	TX	77092	(713) 324-9013
Peltzman Services Inc	1210 A. Street, Suite B	Waller	TX	77484	(832) 615-2707
Molley Michel Agency LLC	5177 Interstate 20 Frontage Rd	Willow Park	TX	76087	(817) 597-0700
Shipp Agency, LLC	3820 S. FM 2869 Suite B,	Hawkins	TX	75765	(903) 630-8069
Blackwater Insurance Group, LLC	808 Schoolhouse Road, Suite 112	Haslet	TX	76052	(817) 778-9216
Patrick Collins**	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(214) 838-5618
Patrick O. Torma	3420 Rusk Suite 22	Houston	TX	77003	(832) 649-4311
Tassche Capital Projects LLC	201 East Pearl Street Suite C106	Granbury	TX	76048	(817) 928-5244

Rey Mesa Insurance Agency, LLC	701 Commerce St, Suite 517	Dallas	TX	75202	(469) 200-1227
The Malen Agency, LLC	1106 Clayton Lane, Suite 230W	Austin	TX	78723	(512) 596-0002
Rick Swantner Insurance Agency LLC	28111 South Firethorne Road, Unit 504	Katy	TX	77494	(346) 340-7880
Arias Shield, LLC	5717 Northwest Parkway Ste 15 & 16	San Antonio	TX	78249	(210) 851-8480
Irish Insurance Services, LLC	14547 Lake Business Drive, Suite 301	Conroe	TX	77304	(713) 367-0025
Prescott Insurance Agency, LLC	200 Carlin Road, Suite 100,	Mansfield	TX	76063	(817) 200-7295
Hooper Insurance Services LLC	702 Houston Street, Office 119	Fort Worth	TX	76102	(214) 443-6407
The Kancharla Insurance Agency LLC	4131 North Central Expressway, Suite 900, Office 938	Dallas	TX	75204	(469) 731-3387
Ledbetter Agency LLC	3307 82nd Street	Lubbock	TX	79423	(806) 642-4898
Ruben Espinosa	100 East Ferguson Street, Suite 718	Tyler	TX	75702	(903) 262-7827
The Sarah Springer Agency LLC	2500 Summer Street, Suite 3118,	Houston	TX	77007	(281) 377-4994
Adelman Insurance Services, LLC	21320 Provincial Boulevard, Suite 108	Katy	TX	77450	(832) 375-6194
Giraldo Holdings LLC	11251 Northwest Freeway, Suite 330 and 340	Houston	TX	77092	(281) 407-6082
Jeremiah Group, LLC	108 Wild Basin South, Suite 250	Austin	TX	78746	(512) 960-2580
Workman Agency, LLC	3115 Loop 306, Ste. 100	San Angelo	TX	76904	(325) 716-8251
Sonya DeVuyst Agency LLC	10763 CR 127, Suite B	Flint	TX	75762	(903) 326-5114
The Greater Texas Insurance Group LLC	1040 Schlipf Road, Suite ID-4	Katy	TX	77493	(281) 845-6860
Domain Insurance Group, Inc	1101 Satellite Drive, Unit 305	Round Rock	TX	78665	(512) 642-8135
Dark Horn Holdings, LLC	107 West Powell Street	Willis	TX	77378	(936) 681-0051
The Sydney Agency LLC	9606 North Mopac Expressway, Suite 900	Austin	TX	78759	(512) 354-1120
TCB Insurance Group LLC	2605 Columbia Memorial Parkway, Suite C	Kemah	TX	77565	(713) 966-6634
Protecting Texas Insurance Agency, LLC	21818 Highway 71 West, Suite 203	Spicewood	TX	78669	(512) 523-4703

The Heights Insurance Services, LLC	2900 North Loop West, Suite 180	Houston	TX	77092	(713) 966-6611
Krippel Insurance Group LLC	1008 Macon Street, Suite 103	Fort Worth	TX	76102	(817) 803-6433
Merchant Agency, Inc.	1500 Waugh Drive, Suite 303	Houston	TX	77019	(210) 742-9082
Sacchieri Agency, LP	1330 Lake Robbins Dr #650	The Woodlands	TX	77380	(832) 717-6754
The Evans Agency Inc.**	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(214) 427-6814
Schepmann Agency LLC	1500 North Main Street, Suite 224	Fort Worth	TX	76164	(817) 290-5371
Brad Clark Insurance Agency, LLC	101 Summit Ave, STE 1020	Fort Worth	TX	76102	(817) 769-6188
TDB Insurance Services, LLC	3201 Dallas Pkwy Suite 200, Frisco, TX 75039	Frisco	TX	75034	(972) 999-1518
T Butler Insurance Agency LLC	2271 Elm Grove Road	Belton	TX	76513	(254) 730-4902
Toby D. Mullikin	1125 Judson Plaza, Ste. 182A	Longview	TX	75601	(903) 220-0979
J&K Insurance Group LLC	952 Echo Lane, Suite 380	Houston	TX	77024	(281) 297-9022
Carlson Insurance Services LLC	1751 River Run, Suite 200, Office 251	Fort Worth	TX	76107	(682) 207-1767
The Schweitzer Group, LLC	3272 Broadway Street, Unit 24	Pearland	TX	77581	(281) 727-0324
Almanac Insurance, LLC	21734 Provincial Boulevard, Suite 240N	Katy	TX	77450	(832) 708-3922
Whitehurst Insurance & Financial Services, LLC	3861 Long Prairie Road, Suite 104	Flower Mound	TX	75028	(817) 876-2846
Vaqueros Insurance LLC	5000 Plaza on the Lake, Suite 320	Austin	TX	78741	(512) 382-2744
Andrew Haley Insurance Agency, LLC	4501 Cartwright Rd, Suite 306	Missouri City	TX	77459	(281) 643-0996
Greater Texas Insurance Brokerage, LLC	863 South Interstate 35 South Frontage Road, Suite F	New Braunfels	TX	78130	(210) 876-3730
MTZ Ventures LLC	214 South Main Street	Seminole	TX	79360	(432) 848-0058
CSW Insurance Group, LLC	3513 Southwest H K Dodgen Loop, Suite 201	Temple	TX	76502	(512) 599-9111
Next Level Texas Independent, LLC	771 East Southlake Boulevard, Suite 207,	Southlake	TX	76092	(817) 993-6453
The Hungerford Group, LLC	3447 FM Road 720, Suite 0013	Oak Point	TX	75068	(214) 614-8540

JJGoudeau LLC	2000 Crawford, Suite 807	Houston	TX	77002	(832) 674-1719
Marken Risk Solutions LLC	213 West Southmore Avenue Suite 303	Pasadena	TX	77502	(346) 335-9990
Premium Right Insurance Group, LLC	25722 Kingsland Boulevard, Suite 113-B	Katy	TX	77494	(281) 297-9002
South Texas Agency LLC	401 East Sonterra Boulevard Suite 375, Office CM 357	San Antonio	TX	78258	(210) 890-8953
Siqueiros Insurance Group, LLC	11350 Four Points Drive, Ste. A	Austin	TX	78726	(512) 686-1551
The Pavle Agency Company	25807 Westheimer Parkway	Katy	TX	77494	(214) 952-5432
RTL Enterprises, LLC	207 East Jackson Street	El Campo	TX	77437	(979) 314-9792
The Moreno Family Agency LLC	501 South Austin Avenue, Suite 1220, Office 243	Georgetown	TX	78626	(512) 241-7317
UJOY, INC.	11250 West Road, Unit A	Houston	TX	77065	(713) 682-9759
Brandon Dickson Insurance Agency, LLC	502 Highway 3 N Ste B	League City	TX	77573	(281) 332-2223
Initiative Insurance Agency LLC	3548 West T C Jester Boulevard	Houston	TX	77018	(832) 615-4077
Carl Tirador Agency, Inc	3500 Oak Lawn Avenue, Suite 460	Dallas	TX	75219	(469) 480-4544
Texas Financial Partners Group LLC	375 Adriatic Parkway, Suite 2202	McKinney	TX	75072	(214) 544-6616
The Torres Sheid Agency LLC	220 Thunderbird Drive, Suite 15	El Paso	TX	79912	(915) 493-2022
Javier Hernandez	2120 Emancipation Avenue	Houston	TX	77003	(832) 462-3872
No. 4 Steel Shot, LLC	423 E Main St, Suite 5L	Bellville	TX	77418	(979) 865-6009
The Neil Guayante Agency, Inc.	7500 State Highway 71, Suite 106	Austin	TX	78736	(512) 975-3266
Allegiant Insurance Group LLC	5049 Edwards Ranch Road, 4th Floor STE 03-100	Fort Worth	TX	76109	(817) 768-6399
Ryan Moreno Agency LLC	1026 W. Ashby Place	San Antonio	TX	78212	(210) 876-6994
Carmona Insurance Group LLC	10010 San Pedro Avenue, Suite 301	San Antonio	TX	78216	(210) 866-6552
Sergio C. Gonzalez	5401 North 10th Street, Building 5, Suite 236	McAllen	TX	78504	(210) 890-4933
The Macky Agency, LLC	26315 Ralph Fair Road, Suites 1, 2 & 3	Boerne	TX	78015	(210) 640-6688
Tate Interests LLC	5614 1st Street, Suite 3	Katy	TX	77493	(832) 375-6193

Sameul D. Stewart*		Pflugerville	TX	78660	(409) 771-4088
Scott D. Corbin*		Granbury	TX	76049	(214) 903-6773
Cloud and Prem Inc	24044 Cinco Village Center Boulevard, Suite 100	Katy	TX	77494	(281) 783-8335
Holly Sanders Insurance Agency LLC	5672 FM 408, Suite A,	Orange	TX	77630	(409) 572-9299
Alford & Co, LLC.	102 North Louisiana Drive, Suite 206	Celina	TX	75009	(972) 460-6257
Altis Corporation	1717 North Loop 1604 East	San Antonio	TX	78232	(210) 910-6700
Altis Texas, LLC	7500 Highway 71 West, Suite 106	Austin	TX	78735	(210) 910-6700
Altis Texas	1819 Saint James Place, 2nd Floor	Houston	TX	77056	(281) 397-3760
Altis Texas, LLC	900 East Hillside Road	Laredo	TX	78041	(210) 910-6700
Altis Corporation	1717 North Loop 1604 East	San Antonio	TX	78232	(210) 910-6700
Burney Agency LLC	16414 San Pedro Ave Suite 565	San Antonio	TX	78232	(210) 390-6017
Brett Hicks	5017 122nd Street, Suite 106	Lubbock	TX	79424	(806) 686-6463
Burney Agency LLC	1200 Summit Avenue, Suite 330	Fort Worth	TX	76102	(817) 552-2285
Cornerstone Insurance Agency LLC	3401 Olympus Blvd, Ste. 440	Coppell	TX	75019	(866) 760-3373
Delgado Insurance Services LLC	18503 Sigma Road	San Antonio	TX	78258	(210) 899-3800
Frankel Family Holdings LLC	1205 TX-123, Unit 302	San Marcos	TX	78666	(512) 201-4126
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Bertrand Insurance Group, LLC	5001 Spring Valley Road, Suite 1155E	Dallas	TX	75244	(720) 457-4141
JHTB Texas Family Traditions, LLC	2321 Arrington Road	College Station	TX	77845	(254) 231-0402
Robertson Legacy LLC	350 Pine Street, Suite 209	Beaumont	TX	77701	(409) 299-3776
Robertson Legacy LLC	1334 Brittmoore Road, #1327	Houston	TX	77043	(409) 299-3776
Delgado Insurance Services LLC	18503 Sigma Road	San Antonio	TX	78258	(210) 899-3800
Delgado Insurance Services LLC	2703 North Loop West 1604	San Antonio	TX	78258	(210) 899-3800
Planet Insurance Agency, LLC	222 West Las Colinas Blvd. Suite 1650	Irving	TX	75039	(469) 256-3374
Robertson Legacy LLC	350 Pine Street, Suite 209	Beaumont	TX	77701	(409) 299-3776
RPJ Leone, LLC	17480 Dallas Parkway, Suite 124,	Dallas	TX	75287	(318) 560-7907

RPJ Leone, LLC	17480 Dallas Parkway, Suite 124,	Dallas	TX	75287	(318) 560-7907
Steed & Steed Holdings, LLC	13430 Northwest Freeway, Ste 400	Houston	TX	77040	(281) 845-3313
Nan and Co Insurance Agency LLC	725 Yale Street	Houston	TX	77007	(713) 324-9020
Burney Agency LLC	1200 Summit Avenue, Suite 330	Fort Worth	TX	76102	(817) 552-2285
Steed & Steed Holdings, LLC	13430 Northwest Freeway, Ste 400	Houston	TX	77040	(281) 845-3313
JHTB Texas Family Traditions, LLC	208 Paloma Drive, Suite 102	Temple	TX	76502	(254) 231-0402
JHTB Texas Family Traditions, LLC	2321 Arrington Road	College Station	TX	77845	(254) 231-0402
Constructive Insurance, LLC	1601 Lyndon B Johnson Freeway, Ste. 150	Farmers Branch	TX	75234	(214) 427-6896
McCleary Group, LLC	361 East 100 South, #459	Morgan	UT	84050	(801) 758-7448
LJB Agency LLC	1262 West 12700 South	Riverton	UT	84065	(801) 659-3002
West Mountain Insurance, LLC	1180 North Mountain Springs Parkway	Springville	UT	84663	(801) 590-0532
K C Development, LLC	940 North 400 East, Unit 106	North Salt Lake	UT	84054	(385) 399-9980
Cernyar Insurance Agency, LLC	474 South Main Street, Suite B	Heber City	UT	84032	(435) 216-5055
McKy's, LLC	1031 South Bluff Street	St. George	UT	84770	(435) 275-2685
Patrick Packer and Associates LLC	74 East 500 South, Suite 110	Bountiful	UT	84010	(801) 889-1690
American Goose, LLC	140 N Union Ave. Ste. 220	Farmington	UT	84025	(480) 896-2122
Curtis M. Terry*		Washington	UT	84780	(435) 628-4544
Cropp Insurance Agency Utah LLC	940 N 400 E Suite 106	North Salt Lake	UT	84054	(520) 885-3100
AJ Vargas & Associates	7 East Washington Street	Lexington	VA	24450	(540) 469-5115
Buoy Insurance Solutions, LLC	1206 Laskin Road, Suite 201	Virginia Beach	VA	23451	(757) 330-0779
The Mastin Agency, LLC	112 Thompson Street, Suite B3,	Ashland	VA	23005	(804) 508-6722
Monticello Insurance Partners LLC	106 Crofton Place Suite 9	Palmyra	VA	22963	(434) 589-1447

Coastal Group & Associates, LLC	3700 Shore Drive, Shop #104	Virginia Beach	VA	23455	(757) 803-8211
Strange Insurance Agency, Inc.	223 East City Hall Avenue, Suite 350	Norfolk	VA	23510	(757) 937-7522
Linzey Insurance Services, LLC	900 Granby Street, Suite 110	Norfolk	VA	23510	(757) 916-2580
The Capital Agency, LLC	11903 Main Street	Fredericksburg	VA	22408	(804) 613-6266
Wayne Kent Insurance, LLC	44330 Mercure Circle #100-A	Dulles	VA	20166	(571) 441-3008
Gore Insurance Agency LLC	1206 Laskin Road, Suite 201	Virginia Beach	VA	23451	(757) 732-0966
Jeremy S. Rowe LLC	1738 Jefferson Highway	Fishersville	VA	22939	(434) 266-9900
Blackwater Insurance, LLC	102 Hexham Drive	Lynchburg	VA	24502	(804) 508-7611
Coastal Insurance Group, LLC	123 South Lynnhaven Road, Suite 202, Office 5	Virginia Beach	VA	23452	(757) 435-4291
Trifecta Agency LLC	5407 Patterson Avenue, Suite 202B	Richmond	VA	23226	(804) 877-8601
Desouza Agency LLC	11815 Fountain Way	Newport News	VA	23606	(757) 317-0664
McGuire Enterprises LLC	5641 Burke Centre Parkway, Suite 256	Burke	VA	22015	(571) 354-8466
Thomas-Howard Insurance Services, LLC	400 North Center Drive, Suite 211	Norfolk	VA	23502	(757) 852-0390
Bishop Insurance Services LLC	2604 Whitehouse Road, Suite E	South Chesterfield	VA	23834	(804) 459-8260
Unity One, LLC	2901 South Lynnhaven, Suite 475	Virginia Beach	VA	23452	(757) 716-7940
Torcia Service Corporation	600 Lynnhaven Parkway, Suite 208	Virginia Beach	VA	23452	(757) 785-0448
CDB Holdings, LLC	1897 Preston White Drive, Suite 310	Reston	VA	20191	(703) 436-9944
Alpha Insurance Brokerage LLC	295 Bendix Road, Suite 160	Virginia Beach	VA	23452	(757) 800-1865
Tracey T. Fink	4870 Haygood Rd	Virginia Beach	VA	23455	(757) 523-5391
Cedar Road Insurance Agency, Inc.	801 Kent Place	Chesapeake	VA	23320	(757) 800-1440
The Flock Agency, Inc.	4500 Metropolis Drive, #1137	Glen Allen	VA	23060	(804) 877-1955
Rebound Insurance Group Inc.	1100 Volvo Parkway, Suite 200	Chesapeake	VA	23320	(757) 574-0527
Impact Insurance Group, LLC	6052 Providence Road, Suite 203	Virginia Beach	VA	23464	(757) 916-9884
Personal Touch Insurance and Financial Service LLC	606 Denbigh Boulevard, Building 300, Suite 301	Newport News	VA	23608	(757) 916-4555
Roge Insurance LLC	5720 Williamson Road, Suite 107	Roanoke	VA	24012	(540) 986-4544

Zircon Insurance Group LLC	4304 Holland Plaza Sc	Virginia Beach	VA	23452	(757) 599-7388
Eder J. Odria Agency LLC	308 Poplar Alley, Unit B	Occoquan Historic District	VA	22125	(703) 991-4161
Glenn Fischer Agency LLC	6076 Franconia Road Suite B	Alexandria	VA	22310	(703) 674-9038
Madz Insurance, LLC	12350 Jefferson Avenue, Suite 240	Newport News	VA	23602	(757) 271-2260
The Prestige Agency LLC	555 Belaire Avenue, Suite 270	Chesapeake	VA	23320	(757) 493-6822
CNG Company, LLC	3120 139th Avenue Southeast, Suite 500	Bellevue	WA	98005	(425) 459-1811
The Charles Lindberg Agency LLC	13606 Northeast 20th Street, Suite 307	Bellevue	WA	98005	(425) 818-9542
DENNY CHRISTENSEN AGENCY LLC	3920 West Tapps Drive East	Lake Tapps	WA	98391	(253) 340-5662
Hallman Insurance Services, LLC	1712 6th Avenue, Suite 200	Tacoma	WA	98405	(253) 534-8488
Pristine Insurance Partner LLC	952 North State Street, Suite 101	Bellingham	WA	98225	(253) 449-0110
Shawn Soom Agency LLC	9329 Martin Way East, Suite M	Lacey	WA	98513	(360) 360-2768
Sunrise Agency LLC	22722 29th Drive Southeast, Suite 100,	Bothell	WA	98021	(425) 523-7717
Cowboy Up Insurance, LLC	1833 Auburn Way North, Suites D, E, F	Auburn	WA	98002	(253) 218-4902
MCIVOR & MCIVOR INSURANCE, LLC	2105 112th Avenue Northeast	Bellevue	WA	98004	(425) 400-2287
Amy DeRuyter Agency, LLC	1021 Regis Court	Eau Claire	WI	54701	(715) 318-0056
Benjamin Murphy	927 Main Street, Suite 1	Racine	WI	53403	(608) 440-2020
TBC Insurance Services LLC	200 West Summit Avenue, Suite 250	Wales	WI	53183	(414) 260-0602
Michael Bierke Agency, Inc.	916 Willard Drive, Suite 125C,	Green Bay	WI	54304	(920) 397-3396
Eco Habitate Services, LLC	2916 Marketplace Dr. Suite 211	Madison	WI	53719	(608) 716-4776
LEYDEN INSURANCE AGENCY INC	1010 Wisconsin Dells Pkwy Unit 5	Lake Delton	WI	53965	(773) 917-3040
The Tanner Agency, LLC	3402 Oakwood Mall Drive, Floor 2, Suite 220	Eau Claire	WI	54701	(715) 282-8446
Altis Wisconsin LLC	1010 Wisconsin Dells Parkway, Unit 3	Lake Delton	WI	53940	(210) 910-6700
Eckenrode Financial Services LLC	519 Winchester Avenue	Martinsburg	WV	25401	(304) 267-2100
Down Home Insurance Agency LLC	207 South Princess Street, Unit 204	Shepherdstown	WV	25443	(304) 699-0990

The Gould Agency, LLC	330 South Center Street, Suite 321	Casper	WY	82601	(307) 285-2827

EXHIBIT E-2

LIST OF FORMER FRANCHISEES

% indicates unit never opened and no amounts were paid to us
 # indicates unit was terminated after 12/31/2025
+ indicates franchise was transferred

EXHIBIT E-2

LIST OF FORMER FRANCHISEES

% indicates unit never opened and no amounts were paid to us
 # indicates unit was terminated after 12/31/2025
+ indicates franchise ceased operations for other reasons

Franchisee Name	Location Street	City	State	Zip	Phone
John Dillon Agency LLC	119 Hilltop Business Center Drive, Suite A	Pelham	AL	35124	(205) 433-5038
The Todd Agency, LLC+	5615 Old Selma Road	Montgomery	AL	36108	(334) 746-5844
The TMC Agency LLC+	187 Angel Lake Road	Weaver	AL	36277	(256) 957-7795
Intrepid Agency, LLC	906 South Rock Street	Sheridan	AR	72150	(870) 272-0229
Intrepid Agency, LLC	906 South Rock Street	Sheridan	AR	72150	(870) 272-0229
Steve Wilson Agency, LLC+	17724 Interstate 30 Suite A4 #8	Benton	AR	72019	(501) 317-2552
Valencia Insurance Agency Limited Liability Company	2625 East Greenway Parkway, Suite 269	Phoenix	AZ	85032	(602) 609-3633
Knighthawk Enterprises Inc+	16772 West Bell Road, Suite 111	Surprise	AZ	85374	(602) 922-3173
Sonoran Insurance Group LLC+	23131 North Lake Pleasant Parkway, Suite 111	Peoria	AZ	85383	(602) 637-0620
The Walker Insurance Agency, LLC	6416 East Tanque Verde Road, Suite A	Tucson	AZ	85715	(520) 338-8253
The Royal Agency LLC+	15333 North Pima Road, Suite 305	Scottsdale	AZ	85260	(480) 509-2030
Ever Summit Ins Svc LLC#	225 East Main Street, Suite 201	Mesa	AZ	85201	(480) 666-1906
J&D Insurance Solutions, LLC	4558 Sherman Oaks Avenue, 2nd Floor	Sherman Oaks	CA	91403	(818) 654-6126
Vaheh Setaghian+	4205 Burbank Blvd. Suite 108	Burbank	CA	91505	(818) 937-9997
Step One Insurance Agency	473 East Carnegie Drive, Suite 200	San Bernardino	CA	92408	(909) 581-4441
Bell E Clare Corp	971 South Westlake Boulevard, Office 101	Westlake Village	CA	91361	(818) 701-0771
Just Some Vets LLC+	4080 Truxel Road, Suite 150	Sacramento	CA	95834	(916) 290-4755
BFD Insurance Services Inc.+	2955 Moorpark Road, Unit D,	Thousand Oaks	CA	91360	(805) 491-2225

Galustyan Insurance Agency LLC	1111 North Brand Boulevard, Suite 403	Glendale	CA	91202	(310) 928-1349
Dante J. Silva, Lee M. Gross and Noel L. Natividad+	4811 Airport Plaza Drive Suite 220-A	Long Beach	CA	90815	(562) 471-5088
Mariana Ramirez-Hermosillo+	300 E. Esplanade Dr, 9th floor, Suite 935	Oxnard	CA	93030	(805) 654-1222
Guard Well Insurance LLC+	6262 Glade Avenue, Office 45	Los Angeles	CA	91367	(818) 783-4345
Charles E. Cooper%		Chula Vista	CA	91913	(760) 271-8169
Colorado Insurance Brokerage, LLC+	4045 Wadsworth Blvd, Ste 306	Wheat Ridge	CO	80033	(303) 223-3966
Insurance Hub LLC+	677 West 129th Place	Westminster	CO	80234	(303) 285-1103
Vail Valley Insurance Group, LLC+	65 Market Street, B2	Eagle	CO	81631	(970) 658-5331
Korell Insurance Agency, Inc.+	7600 East Arapahoe Road, Office 219	Centennial	CO	80112	(303) 730-1651
Sam Morrill Insurance, LLC+	12265 Oracle Blvd Ste 105	Colorado Springs	CO	80921	(719) 660-8355
Mack Insurance LLC+	1040 South Gaylord Street, Suite 11	Denver	CO	80209	(719) 888-5740
MW Company LLC+	2580 E Harmony Rd, Suite 311	Fort Collins	CO	80528	(970) 672-4574
Lukas Perry Agency, LLC+	835 Main Avenue, Suite 225	Durango	CO	81301	(720) 603-9199
Rafael Ysabel Agency, LLC+	1266 East Main Street, Suite 612	Stamford	CT	06902	(475) 359-8804
Dumond Agency LLC+	35 North Main Street, Ste 3A-10	Southington	CT	06489	(860) 384-6722
302 Corporation+	510 Century Boulevard, Suite A,	Wilmington	DE	19808	(302) 485-5508
Windfall Insurance Group Inc.+	115 East 4th Avenue, Suite 214	Mount Dora	FL	32757	(321) 684-7261
Reggie L Glover Agency, LLC	3466 West Washington Street	Orlando	FL	32805	(407) 594-8086
Jung Insurance Services LLC+	2000 Wells Road, Suite SO1I	Orange Park	FL	32073	(904) 917-2303
David M. Lane%	1020 South Collier Boulevard Unit 605	Marco Island	FL	34145	(917) 362-9477
The PAK Group, Inc.+	498 Ponderosa Drive	St. Cloud	FL	34769	(407) 553-8472
JSR Insurance Services, PLLC+	7401 Wiles Road, Suite 226	Coral Springs	FL	33067	(954) 510-5255
Insurance Oasis, LLC+	126 East State Road 434, Suite 1000	Winter Springs	FL	32708	(407) 813-1141
Baggett's Agency LLC	29399 US Highway 19 North, Suite 150,	Clearwater	FL	33761	(727) 739-8440
TLC Insurance & Financial Services, LLC+	130 South Indian River Drive, Suite 202, Office 216	Fort Pierce	FL	34950	(561) 510-2825

Independence Insurance and Financial Services LLC	5179 Moore Street	St. Cloud	FL	34771	(407) 792-4886
DeYoung Group, LLC+	1950 N Commerce Pkwy, Suite 6	Weston	FL	33326	(954) 993-6198
Joan V. Wilson Insurance Agency, LLC+	3520 Thomasville Road, Suite 201D	Tallahassee	FL	32309	(850) 322-0789
Jeremy T. Hawkins+	1759 West Broadway Street	Oviedo	FL	32765	(407) 461-6883
Kielpinski Insurance Agency Inc.+	13241 Bartram Park Boulevard, Suite 605A	Jacksonville	FL	32258	(239) 920-5223
Florida Coastline Properties & Investments, LLC+	1001 Third Avenue West, Suite 362	Bradenton	FL	34205	(813) 524-5044
Delinois Insurance Agency Incorporated+	1560 Sawgrass Corporate Parkway, 4th Floor Suite 415A	Sunrise	FL	33323	(954) 737-6388
CARON FAMILY INSURANCE LLC	4851 Tamiami Trail North, Suite 200, Office 255	Naples	FL	34103	(239) 361-7306
FEBO AGENCY LLC	3801 Avalon Park East Boulevard, Suite 209	Orlando	FL	32828	(407) 594-8928
Dean J. Adler%		West Palm Beach	FL	33411	(954) 649-2960
Shand Hayworth Group, LLC+	11 Harrison Avenue, Unit A	Panama City	FL	32401	(850) 462-7372
Shane Lindsay Insurance Agency LLC+	1777 Tamiami Trail, Suite 304-1	Port Charlotte	FL	33948	(941) 548-6228
The Thornley Group, LLC	1560 Warsaw Road Suite 10	Roswell	GA	30076	(678) 258-9044
B.A. Parker Enterprises LLC+	320 West Lanier Avenue, Suite 224	Fayetteville	GA	30214	(678) 606-5102
GBN LLC+	90 Church Street	Winder	GA	30680	(770) 644-7225
Frank Warren Agency LLC+	36 South Public Square Suite D	Jefferson	GA	30549	(678) 884-0522
Southeastern Shield, LLC	127 East Main Street, Suite 401	Woodstock	GA	30188	(770) 248-8180
The Cornell Group LLC+	3017 Bolling Way NE, Ste 152	Atlanta	GA	30305	(404) 492-8303
DeGuibert Financial Services Inc.+	100 Main Street Southwest, Suite 119	Gainesville	GA	30501	(678) 748-3339
Birdie LLC+	2960 99th Street, Suite 1	Urbandale	IA	50322	(515) 631-5580
Insurify LLC+	3890 East 65th South	Ammon	ID	83406	(208) 519-7373
Melissa Tureaud, PLLC+	408 South Eagle Road Suite 205	Eagle	ID	83616	(208) 296-7511
Colt Halloran Agency LLC+	5280 Belmont Road	Downers Grove	IL	60515	(630) 566-3660
Mike Oswald Insurance Agency, Inc+	623 W US Highway 34	Plano	IL	60545	(630) 552-8759

Brentwood Insurance Agency, LLC+	3215 Cannonball Trail Unit B	Yorkville	IL	60560	(630) 439-7278
Jordan C. Phillips+	6300 North River Road, Suite 500	Rosemont	IL	60018	(618) 215-2099
The Chris Scavo Insurance Agency, LLC+	623 West U.S. 34	Plano	IL	60545	(773) 282-5422
MLDN LLC#	203 North La Salle, Suite 2100	Chicago	IL	60601	(708) 540-3560
Boggs Advising Group, Inc.+	181 South Bloomingdale Road, Suite 104	Bloomingdale	IL	60108	(312) 969-2773
Derek Tschudin Agency Inc.+	781 Sunset Boulevard, Ste 200	O'Fallon	IL	62269	(618) 589-0868
Woods Insurance LLC+	4600 Washington Avenue, Suite 112	Evansville	IN	47714	(812) 301-1322
Klotz Insurance Group LLC+	8888 Keystone Crossing, Suite 1300	Indianapolis	IN	46240	(574) 544-2292
Jake Stroup Insurance & Financial Services Inc.+	4007 South Western Avenue	Marion	IN	46953	(765) 831-4453
K & J Ventures LLC+	6145 Grandview Street	Mission	KS	66202	(913) 379-7758
FNH Agency LLC	6318 Taz Court Unit 100D	Bowling Green	KY	42104	(615) 622-1066
Neil P. Holt+	2501 Crossings Boulevard, Suite 204	Bowling Green	KY	42104	(270) 495-4311
The Ashby Agency LLC+	613 Alamo Street, Suite C	Lake Charles	LA	70601	(337) 279-1616
Melissa N. Phagans%		Baton Rouge	LA	70811	(225) 305-0635
Bryant Insurance Agency, LLC	One Marina Park Drive, Suite 1410, Office #1469	Boston	MA	02210	(617) 302-8894
JKN III, L.L.C.+	1919 York Road	Timonium	MD	21093	(443) 537-1090
The Smith Firm & Agency, LLC+	103 Sudbrook Lane, Suite 202,	Pikesville	MD	21208	(443) 264-4102
RHS 13, L.L.C.	1202 East Patrick Street, Suite 11	Frederick	MD	21701	(301) 450-2681
COVERAGE FORCE LLC	23875 Northwestern Hwy, Suite A-1	Southfield	MI	48075	(248) 686-1480
WSZ, LLC+	15489 South Telegraph Road	Monroe	MI	48161	(678) 894-1716
Prime Insure LLC+	28551 Southfield Road, Suite 200	Lathrup Village	MI	48076	(248) 455-4299
"It?s A Trip Insurance" LLC+	990 E South Blvd Suite 300	Troy	MI	48085	(248) 955-9905
JLB Group LLC+	5600 New King Drive, Suite 145	Troy	MI	48098	(248) 479-4826
Baldwin Insurance Group, Inc.+	18 West Huron Street, Suite #6	Pontiac	MI	48342	(248) 829-5719
RA Insurance Agency, LLC+	17199 North Laurel Park Drive Suite 47	Livonia	MI	48152	(248) 971-1122
The Dawood Agency LLC+	8300 Hall Road, Suite 100A	Utica	MI	48317	(586) 204-6652
JS Holding, LLC+	35000 Division Road, Suite 10	Richmond	MI	48062	(248) 554-1068

Hinchey-Roark Holdings LLC+	319 Barry Avenue South, Ste 210	Wayzata	MN	55391	(612) 225-4548
Mason Crow Insurance Agency Inc.+	2042 Wooddale Drive, Suite 250,	Woodbury	MN	55125	(651) 364-6608
Cody J. Webster%		Warrensburg	MO	64093	(816) 516-6961
Redwood Insurance LLC+	101 South Clay Street	Marshfield	MO	65706	(417) 218-2255
GBGRL LLC+	3115 South Grand Boulevard, Suite 600A	St. Louis	MO	63118	(314) 788-4903
Ant Sally and Associates, LLC+	16141 Swingley Ridge Road, Suite 201,	Chesterfield	MO	63017	(636) 778-3839
Michael W. Kinard%		Collinsville	MS	39325	(601) 616-5553
The Simmons Agency LLC	323 East North Street	Pass Christian	MS	39571	(228) 344-6812
The New Frontier Agency, LLC+	1103 South Main Street, Unit G	Kalispell	MT	59901	(214) 764-8447
Linda Thompson, Insurance Agency LLC+	1925 Grand Avenue, Suite #122	Billings	MT	59102	(406) 204-3686
Tom Clinch Insurance Agency Inc.+	750 West Custer Avenue, Suite 3	Helena	MT	59602	(406) 206-3063
Betcher Insurance Group LLC+	960 South 24th Street West, Suite I	Billings	MT	59102	(406) 545-2206
East Coast Insurance LLC+	313 N Berkeley Blvd. Suite A	Goldsboro	NC	27534	(984) 239-2600
QuickQuote Insurance Solution LLC+	521 East Morehead Street, Suite 200,	Charlotte	NC	28202	(704) 386-6322
Official Insurance, LLC+	106 Langtree Village Drive, Suite 301	Mooresville	NC	28117	(704) 496-0758
Ikigai Insurance, LLC+	307 West Tremont Avenue, Suite 200	Charlotte	NC	28203	(980) 326-5440
JP Insurance Group LLC+	790 Sunset Boulevard North, Suite 2	Sunset Beach	NC	28468	(704) 910-8874
Atlantic Agency LLC+	915 Bridge Street, Unit 112	Winston-Salem	NC	27101	(336) 900-5527
Dyrke Maricle Insurance Agency, Inc.+	150 Fayetteville Street, Suite 300	Raleigh	NC	27601	(919) 585-4444
Kivett Insurance LLC+	177 North Carolina 42, Unit C	Asheboro	NC	27203	(336) 900-6019
Flying V, LLC+	6317 Oleander Drive, Suite E	Wilmington	NC	28403	(910) 475-1031
Baron and Baron, LLC+	411 Front Street, # 3	Beaufort	NC	28516	(910) 672-7728
Sally McAlvain + Associates LLC+	615 South College Street, Suite 08-179	Charlotte	NC	28202	(214) 427-6990
Gregg B. Young and Ronald E. Covert+	18135 Burke Street	Omaha	NE	68022	(531) 252-0819
Loosey Goosey Insurance Services LLC+	1 Chestnut Street, Suite 336	Nashua	NH	03060	(978) 935-2039
GENNARO INSURANCE LLC+	1 New Hampshire Avenue, Suite 125, Office #26	Portsmouth	NH	03801	(603) 956-6200
Franshell Rodriguez Corporation+	18-20 Lackawanna Plaza, Suite 200	Montclair	NJ	07042	(914) 370-4233

Jerome Fenton Insurance Agency LLC+	90 East Halsey Road, Unit 315	Parsippany-Troy Hills	NJ	07054	(718) 750-6334
CLT Assurance Agency LLC	1200 Route 22 East, Office W-04	Bridgewater	NJ	08807	(908) 633-1799
Jay Murali Agency Inc.%	52 Forest Avenue, 2nd Floor	Paramus	NJ	07652	(201) 231-7002
Ryan Fasano LLC+	280 Park Avenue, Unit 2	Rutherford	NJ	07070	(201) 889-1414
Alano Insurance Agency LLC+	4326 West Cheyenne Avenue Suite 107	North Las Vegas	NV	89032	(702) 703-2331
Chris Burton Agency, Inc+	72 East Main Street, Unit 7	New Rochelle	NY	10801	(914) 312-7123
Radiant Insurance Agency, LLC+	960 Bellmore Ave	Bellmore	NY	11710	(516) 806-5335
The Superior Agency LLC+	50 Glen Street, Suite 106	Glen Cove	NY	11542	(516) 515-9320
The Arjoon Agency Inc.+	802 Meacham Avenue	Elmont	NY	11003	(516) 279-1745
The McDermott Agency, LLC+	1 Solar Way, Suite 211	Latham	NY	12110	(518) 375-8855
Brian Carswell+	204 New York Avenue, Suite 3,	Huntington	NY	11743	(516) 399-2420
Delisle Bros LLC+	444 New York Route 111	Smithtown	NY	11787	(631) 546-5340
Jackie O'Neill & Associates, LLC+	4225 Malsbury Road, Suite 105	Blue Ash	OH	45242	(513) 813-4122
The Hart Group LLC+	930B Robtrice Court, Suite 1	Edmond	OK	73034	(405) 803-8108
Tony Wilson Agency LLC+	1015 Waterwood Parkway, Suite J-1	Edmond	OK	73034	(405) 724-3648
KLK Insurance LLC+	302 Opportunity Drive,	Norman	OK	73071	(405) 754-6488
The Meyer Agency LLC+	10310 North 138th East Avenue, Building 3, Suite 203	Owasso	OK	74055	(737) 587-3444
Stokes Insurance Agency, LLC+	780 N Santa Fe Ave	Edmond	OK	73003	(405) 504-1736
Kathryn E. Canada and Travis D. Canada+	804 South Mustang Road, Suite 105	Yukon	OK	73099	(405) 724-6433
Insurance Express Inc	111 Southwest Fifth Avenue, Suite 3150	Portland	OR	97204	(503) 974-7564
BASHIAN AGENCY, LLC+	917 Northwest Harriman Street, Suite B,	Bend	OR	97701	(541) 508-7640
Gregory White Insurance Agency, LLC.+	5 Centerpointe Drive, Suite 400, Office 65	Lake Oswego	OR	97035	(503) 987-0048
Matthew M. Yovich%		Edinboro	PA	16412	(814) 602-3892
R. Cleveland, LLC	1301 Colonial Club Drive, Suite F	Harrisburg	PA	17112	(717) 718-5798

The McKee Group, LLC	18 Campus Boulevard, Suite 100	Newtown Square	PA	19073	(610) 537-8266
Brad A. Braddock+	312 S Vine St	Carmichaels	PA	15320	(724) 966-2277
Skundrich Agency, LLC+	55 North Water Street, Suite 7	Lititz	PA	17543	(717) 733-7373
The Ennis Agency, LLC+	292 Wilmington West Chester Pike	Chadds Ford	PA	19317	(610) 365-4999
J5 Solutions, LLC+	109 East Evans Street, Suite 215	West Chester	PA	19380	(484) 470-6555
M&T Insurance Services, LLC+	6751 Norwitch Dr Suite 2	Philadelphia	PA	19153	(215) 710-8786
Michael Causey Capitol LLC+	150 North Dargan Street, Suite 105	Florence	SC	29506	(843) 438-2156
Matt Stalvey Agency LLC+	5300 Sunset Boulevard, Suite B	Lexington	SC	29072	(803) 403-1559
LAR Agency LLC	742 North Anderson Road, Suite 112	Rock Hill	SC	29730	(803) 335-1700
AAV Consulting LLC+	1320 Main Street, Unit 300	Columbia	SC	29201	(803) 769-7757
Dream Team Insurance Agency, LLC+	919 True Street, Suite A#2	Columbia	SC	29209	(803) 403-1107
The Delorso Agency LLC+	700 Nexton Square Drive, Suite 127	Summerville	SC	29486	(803) 906-9012
The Stalnaker Agency LLC+	516 Holston Avenue, Suite 202	Bristol	TN	37620	(423) 464-4211
Suzanne Mubarak Agency LLC+	11235 West Point Drive, Office 300	Knoxville	TN	37934	(865) 381-3960
615 Insurance LLC+	805 Bradford Ave	Nashville	TN	37204	(615) 224-8395
Hero Insurance Agency LLC+	650 25th Street Northwest, Suite 300	Cleveland	TN	37311	(423) 766-3630
Timothy Ross+	610 North Garden Street, Suite F	Columbia	TN	38401	(805) 586-2866
JRL Insurance LLC+	1190 Hwy 51 By-pass West, Unit B	Dyersburg	TN	38024	(731) 240-6338
Blayney Insurance Agency, LLC+	315 West Main Street, Suite 204	Hendersonville	TN	37075	(629) 895-4799
The RLR Group, LLC%	304B Daxton Place, Suite 104	Spring Hill	TN	37174	(615) 676-1496
S & V Baldon Agency LLC+	2440 Texas Parkway, Suite 213A	Missouri City	TX	77489	(713) 324-9080
Agventure Partners, LLC+	7500 State Highway 71, Suite 203	Austin	TX	78735	(713) 324-9048
Charles Pendley+	2800 North Dallas Parkway, Suite 360	Plano	TX	75093	(972) 371-0106
J&M Ridings Enterprises, LLC+	1503 A Hanks Street	Lufkin	TX	75904	(936) 622-2330
Noe C. Correa and Jessica Correa+	9330 Corporate Drive, Suite 603	Selma	TX	78154	(210) 954-1787
Ames Insurance Group, LLC+	11350 Four Points Drive, Ste. 1	Austin	TX	78726	(512) 637-1362
San Miguel Legacy, Inc.+	23218 Red River Drive,	Katy	TX	77494	(832) 731-3723
PC&H Insurance Agency, LLC+	223 McKinney St., Ste. C	Farmersville	TX	75442	(214) 354-9956
Lynn E. Peters Insurance Agency, LLC+	600 E. John Carpenter Freeway Suite 258	Irving	TX	75062	(972) 689-4569

Richard Tonihka+	5609 Southwest Green Oaks, Suite 105	Arlington	TX	76017	(817) 286-2002
Spears Insurance Agency LLC+	2201 Spinks Road, Suite 115	Flower Mound	TX	75022	(817) 865-3679
Timothy Agency LLC+	100 Glenborough Drive, Suite 454	Houston	TX	77067	(281) 537-7890
Whitsitt Financial Services, LLC+	2245 Texas Drive, Suite 308	Sugar Land	TX	77479	(281) 915-3808
Foster Insurance Agency LLC+	208 E Louisiana St, Suite 213	McKinney	TX	75069	(972) 234-4260
Brosig & Brosig LLC+	3724 Executive Center Drive, Suite 163	Austin	TX	78731	(512) 276-5654
Bertrand Insurance Group, LLC+	12240 Inwood Road Suite 501,	Dallas	TX	75244	(972) 833-1000
Ryan G. Griffin+	9737 Great Hills Trail #200	Austin	TX	78757	(512) 731-1724
The COVE Group, Inc.+	2000 S. Stemmons Freeway, Suite 205	Lake Dallas	TX	75065	(214) 448-4445
Kader, LLC+	2500 City West Boulevard, Suite 150	Houston	TX	77042	(281) 610-1530
JCP Insurance Group LLC+	10935 Estate Lane, Suite S136	Dallas	TX	75238	(214) 960-1515
JHTB Texas Family Traditions, LLC+	2321 Arrington Road	College Station	TX	77845	(979) 595-8685
Javier Rodriguez Insurance Agency, LLC+	2950 North Loop West, Suite 500	Houston	TX	77092	(281) 214-2607
Walker Family Insurance Group, LLC+	375 Adriatic Parkway, Suite 2206	McKinney	TX	75072	(469) 788-8557
The Wendy Jones Agency, LLC+	22762 Westheimer Parkway, Suite 420	Katy	TX	77450	(281) 397-3760
Perales Family Agency LLC+	2705 Donna Drive, Suite 1,	Taylor	TX	76574	(512) 549-6721
Anastasia Hiles Insurance Agency, LLC+	8350 Ashlane Way, Suite 204 #15	The Woodlands	TX	77382	(832) 717-9181
The Self Agency LLC+	3505 Olsen Blvd, Suite 102	Amarillo	TX	79106	(806) 641-1933
Brittan Wren Agency LLC+	701 South Carroll Boulevard, Suite 201	Denton	TX	76201	(940) 220-4755
Helm Insurance Services LLC+	434 Oak Street Suite C	Graham	TX	76450	(940) 757-0127
T.K. Taylor & Associates Agency, LLC+	2305 Ridge Road, Suite 207	Rockwall	TX	75087	(214) 886-2704
Rottman Insurance Services, LLC.+	706 West Walnut Street	Decatur	TX	76234	(940) 627-0291
Ashley Bass Insurance Agency LLC+	713 East 1st Street	Prosper	TX	75078	(806) 231-1038
Hess Insurance Services LLC+	260 N. Denton Tap Rd, Ste. 265	Coppell	TX	75019	(972) 462-0999
Jimmy F. Gaston III%		Georgetown	TX	78628	(580) 224-7587
BAS Agency, LLC+	6671 Southwest Freeway, Suite 622	Houston	TX	77074	(281) 236-5652
Maria Segura Insurance Agency, LLC+	13201 Northwest Freeway Suite 460	Houston	TX	77040	(832) 509-0554
Alan Purnell+	11200 Broadway, Suite 2743	Pearland	TX	77584	(832) 916-2555
Polerecki Financial Services, LLC+	4400 Texas 121, Suite 300	Lewisville	TX	75056	(972) 800-4411

The Lambert Agency LLC+	100 N Forest Park Blvd. Suite 211	Fort Worth	TX	76102	(214) 614-8595
Park Cities Insurance Services, LLC+	8080 North Central Expressway, Suite 1700	Dallas	TX	75206	(214) 850-5095
Jim Jaco Insurance Agency, LLC+	7500 Highway 71 West, Suite 106	Austin	TX	78735	(512) 829-0090
The Levoir Agency LLC+	131 East Main Street, Office 1,2 &3	Whitesboro	TX	76273	(903) 402-1771
Gulf Coast Insurance Group LLC+	711 W. Nolana Avenue, Suite 104-M	McAllen	TX	78504	(956) 242-0555
Aaron Gilberto Cabrera+	5527 Louetta Road, Suite C	Spring	TX	77379	(281) 845-8980
EWK Group LLC	625 State Highway 31 West, Suite 4	Chandler	TX	75758	(903) 205-7522
Barbara Cribbs+	2600 South Shore Blvd, Ste 300	League City	TX	77573	(281) 334-2737
Nesrsta Insurance Agency, LLC+	2600 South Shore Blvd., Ste. 300	League City	TX	77573	(979) 330-7052
Payan Jr Enterprises LLC+	2920 North Piedras Street, Suite C	El Paso	TX	79930	(915) 412-6813
The Fahrenholz Agency, LLC+	1525 Lakeville Dr., Ste. 131	Kingwood	TX	77339	(281) 361-9719
Todd Manning Thomas+	306 West Edgewood Drive, Suite H	Friendswood	TX	77546	(281) 480-7762
Lowry Assurance Group, LLC+	2770 Main Street, Suite 256	Frisco	TX	75033	(214) 356-3124
Guerrero Insurance Brokerage LLC+	900 East Hillside Road	Laredo	TX	78041	(956) 267-1569
Nations & Ponce Insurance, LLC+	5908 West Gate Boulevard, Suite 5	Austin	TX	78745	(737) 215-8155
Five Leaf Clover, LLC+	5757 Woodway Dr., Suite 324	Houston	TX	77057	(281) 602-5979
Cypress Penas' Ventures, LLC+	7062b Lakeview Haven Drive, Suite 112	Houston	TX	77095	(832) 942-8895
JMA Insurance Services LLC+	6521 Preston Road, Suite 300	Plano	TX	75024	(972) 841-4424
RGB Insurance Agency, LLC+	7460 Warren Parkway, Suite 100	Frisco	TX	75034	(972) 623-8813
RGB Insurance Agency, LLC+	388 SW Johnson Avenue	Burleson	TX	76028	(817) 764-2592
Hagen R. Andersen%		Hyrum	UT	84319	(801) 641-9840
Chase D. Harris%		Hyde Park	UT	84318	(208) 380-2603
TDG CAPITAL LLC	1034 West RSI Drive, Office K,	Logan	UT	84321	(435) 258-7854
The Hansen Agency, Inc.+	297 North Cove Drive Suite 201 and 202	Cedar City	UT	84720	(435) 264-7344
On The Ball Insurance LLC	3210 N Canyon Road, Suite 204	Provo	Utah	84604	(801) 303-6474
KBM Insurance LLC+	25 West Church Street, Suite 2	Martinsville	VA	24112	(540) 779-0533
Richard Bibb+	145 Harrell Road Suite 101	Stafford	VA	22405	(571) 379-3290

Capital Trust Insurance, LLC	10432 Balls Ford Road, Suite 300, Office 312	Manassas	VA	20109	(703) 865-2226
Mountain Atlantic Insurance Group, LLC+	2001 South Main Street Suite 101-B	Blacksburg	VA	24060	(540) 908-4227
THE JACE MILLER AGENCY LLC+	11 Spokane Street, Suite 205B	Wenatchee	WA	98801	(509) 895-2600
RUFFER'S INSURANCE AGENCY LLC%	33530 1st Way South, Suite 102	Federal Way	WA	98003	(425) 329-8344
Montoya Enterprises, LLC+	2005 SE 192nd Ave, Suite 200, Office 228	Camas	WA	98607	(360) 768-0095
Open Water Agency LLC+	26422 Oakridge Drive, Suite 104	Wind Lake	WI	53185	(262) 333-3225
J ALEJANDRO FUENTES INSURANCE AGENCY LLC	1990 Wisconsin Avenue	Grafton	WI	53024	(414) 240-3404
Merten Insurance Agency LLC+	2727 North Grandview Boulevard, Suite 123	Waukesha	WI	53188	(262) 563-3559

EXHIBIT F-1

FINANCIAL STATEMENTS

Audited consolidated balance sheets of Goosehead Insurance, Inc. and subsidiaries as of December 31, 2025 and 2024, the related consolidated statements of operations, stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2025

Item 8. Financial statements and supplementary data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Goosehead Insurance, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Goosehead Insurance, Inc. and subsidiaries (the "Company") as of December 31, 2025 and 2024, the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Commissions and Agency Fees and Franchise Revenues – New and Renewal Commissions and New and Renewal Royalty Fees — Refer to Note 3 to the financial statements

Critical Audit Matter Description

Goosehead is compensated for the insurance brokerage services that it provides for clients in the form of commission revenue, agency fees, royalty fees, and contingent commissions. The transaction price for commissions and royalty fees revenue is set as an estimate of the variable consideration to be received

for the current policy term. This estimate includes fixed consideration due based on the contractual terms of the current policy, adjustments for estimates of modifications of the contractual terms of the current policy and/or termination of the policy before the end of the current term, and constraint of the variable consideration to the extent that it is probable there will not be a significant reversal of revenue.

We identified commissions revenue, consisting of renewal and new business commissions, and royalty fees revenue, consisting of renewal and new business royalty fees, as a critical audit matter because of the judgments and assumptions necessary for management to estimate the variable consideration to be received for the current policy term. This required a high degree of auditor judgment when performing audit procedures to evaluate the reasonableness of management's estimates of variable consideration and required extensive audit effort when performing those audit procedures due to the volume of commissions contracts.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to management's estimates of the variable consideration in recognizing revenue for renewal and new business commissions and renewal and new business royalty fees revenue included the following, among others:

- For a sample of commissions and royalty fees revenue transactions, we tested the recording of cash receipts by agreeing the amounts recognized to source documents.
- We developed an independent expectation of the variable consideration estimates for commissions and royalty fees revenue based on historical policy and commissions data.
- We evaluated management's variable consideration estimates for commissions and royalty fees revenue made at year end by performing the following:
    - Tested the mathematical accuracy of management's calculation of the variable consideration estimates.
    - Tested the accuracy and completeness of underlying data, including historical policy and commissions data, used in management's calculation of the variable consideration estimates.
- We performed retrospective reviews of management's variable consideration estimates to identify potential bias in the determination of commissions and royalty fees revenue.
- We evaluated whether publicly available information contradicted management's assumptions.

/s/ Deloitte & Touche LLP

Dallas, Texas
February 19, 2026

We have served as the Company's auditor since 2017.

Goosehead Insurance, Inc.
Consolidated statements of operations

(In thousands, except per share amounts)

	Year Ended December 31,		
	2025	**2024**	**2023**
Revenues:			
Commissions and agency fees	$ 155,386	$ 139,059	$ 116,061
Franchise revenues	209,248	174,514	143,772
Interest income	670	932	1,443
Total revenues	365,304	314,505	261,276
Operating Expenses:			
Employee compensation and benefits	196,364	172,942	152,604
General and administrative expenses	81,379	67,069	62,111
Bad debts	1,842	2,901	4,361
Depreciation and amortization	11,270	10,453	9,244
Total operating expenses	290,855	253,365	228,320
Income from operations	74,449	61,140	32,956
Other Income:			
Interest expense	(23,793)	(7,339)	(6,568)
Other income (expense)	192	(7,101)	—
Income before taxes	50,848	46,700	26,388
Tax expense (benefit)	6,397	(2,413)	2,692
Net Income	44,451	49,113	23,696
Less: net income attributable to noncontrolling interests	16,620	18,687	9,556
Net Income attributable to Goosehead Insurance, Inc.	$ 27,831	$ 30,426	$ 14,140
Earnings per share:			
Basic	$ 1.11	$ 1.23	$ 0.59
Diluted	$ 1.04	$ 1.16	$ 0.55
Weighted average shares of Class A common stock outstanding:			
Basic	24,975	24,657	23,929
Diluted	38,103	38,301	38,356

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.
Consolidated balance sheets

(In thousands, except par value amounts)

	December 31,	
	2025	2024
Assets		
Current Assets:		
Cash and cash equivalents	$ 34,390	$ 54,280
Restricted cash	3,547	3,693
Commissions and agency fees receivable, net	36,613	31,375
Receivable from franchisees, net	11,141	11,077
Prepaid expenses	7,552	8,139
Total current assets	93,243	108,564
Receivable from franchisees, net of current portion	2,936	3,469
Property and equipment, net of accumulated depreciation	21,549	24,101
Right-of-use asset	34,087	37,420
Intangible assets, net of accumulated amortization	39,700	25,075
Deferred income taxes, net	216,371	193,478
Other assets	6,978	5,546
Total assets	$ 414,864	$ 397,653
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable and accrued expenses	$ 33,629	$ 22,891
Premiums payable	3,547	3,693
Lease liability	8,666	6,535
Contract liabilities	3,241	3,275
Note payable	2,993	10,063
Liabilities under tax receivable agreement	6,237	—
Total current liabilities	58,313	46,457
Lease liability, net of current portion	51,168	54,536
Note payable, net of current portion	289,461	82,251
Contract liabilities, net of current portion	13,025	15,191
Liabilities under tax receivable agreement, net of current portion	165,685	160,142
Total liabilities	577,652	358,577
Commitments and contingencies (see notes 9, 15, and 17)		
Class A common stock, $0.01 par value per share 300,000 shares authorized, 24,653 shares issued and outstanding as of December 31, 2025, 24,668 issued and outstanding as of December 31, 2024	247	247
Class B common stock, $0.01 par value per share - 50,000 shares authorized, 11,935 issued and outstanding as of December 31, 2025, 12,620 issued and outstanding as of December 31, 2024	119	126
Additional paid-in capital	37,486	58,917
Accumulated deficit	(133,356)	(15,401)
Total stockholders' equity	(95,504)	43,889
Noncontrolling interests	(67,284)	(4,813)
Total equity	(162,788)	39,076
Total liabilities and equity	$ 414,864	$ 397,653

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.
Consolidated statements of stockholders' equity

(In thousands)

	Issued shares of Class A common stock	Issued shares of Class B common stock	Class A common stock	Class B common stock	Additional paid-in capital	Accumulated deficit	Total stockholders' equity	Noncontrolling interest	Total equity
Balance January 1, 2023	23,034	14,470	$ 228	$ 146	$ 51,038	$ (59,967)	$ (8,555)	$ (25,069)	$ (33,624)
Distributions	—	—	—	—		—	—	(10,939)	(10,939)
Net income	—	—	—	—	—	14,140	14,140	9,556	23,696
Exercise of stock options	409	—	4	—	5,624	—	5,628	3,662	9,290
Equity-based compensation	—	—	—	—	15,201	—	15,201	8,788	23,989
Activity under employee stock purchase plan	6	—	1	—	381	—	383	224	607
Redemption of LLC Units	1,517	(1,517)	15	(15)	(2,598)	—	(2,598)	2,598	—
Deferred tax adjustments net of Tax Receivable Agreement liabilities	—	—	—	—	3,767	—	3,767	—	3,767
Balance December 31, 2023	24,966	12,954	$ 250	$ 130	$ 73,413	$ (45,827)	$ 27,966	$ (11,180)	$ 16,786

	Issued shares of Class A common stock	Issued shares of Class B common stock	Class A common stock	Class B common stock	Additional paid-in capital	Accumulated deficit	Total stockholders' equity	Noncontrolling interest	Total equity
Balance January 1, 2024	24,966	12,954	$ 250	$ 130	$ 73,413	$ (45,827)	$ 27,966	$ (11,180)	$ 16,786
Distributions	—	—	—	—	—	—	—	(4,829)	(4,829)
Share repurchases	(1,045)	—	(10)	—	(41,551)	—	(41,561)	(22,044)	(63,605)
Net income	—	—	—	—	—	30,426	30,426	18,687	49,113
Exercise of stock options	403	—	3	—	7,695	—	7,698	4,345	12,043
Equity-based compensation	—	—	—	—	18,438	—	18,438	9,533	27,971
Activity under employee stock purchase plan	10	—	—	—	321	—	321	168	489
Redemption of LLC Units	334	(334)	4	(4)	(383)	—	(383)	507	124
Deferred tax adjustments net of Tax Receivable Agreement liabilities	—	—	—	—	984	—	984	—	984
Balance December 31, 2024	24,668	12,620	$ 247	$ 126	$ 58,917	$ (15,401)	$ 43,889	$ (4,813)	$ 39,076

	Issued shares of Class A common stock	Issued shares of Class B common stock	Class A common stock	Class B common stock	Additional paid-in capital	Accumulated deficit	Total stockholders' equity	Noncontrolling interest	Total equity
Balance January 1, 2025	24,668	12,620	$ 247	$ 126	$ 58,917	$ (15,401)	$ 43,889	$ (4,813)	$ 39,076
Distributions	—	—	—	—	—	—	—	(66,931)	(66,931)
Dividends declared ($5.91 per share)	—	—	—	—	—	(145,786)	(145,786)	—	(145,786)
Share repurchases	(1,014)	—	(10)	—	(53,302)	—	(53,312)	(28,408)	(81,720)
Net income	—	—	—	—	—	27,831	27,831	16,620	44,451
Exercise of stock options	309	—	3	—	8,779	—	8,782	4,771	13,553
Equity-based compensation	—	—	—	—	15,688	—	15,688	7,687	23,375
Activity under employee stock purchase plan	5	—	—	—	270	—	270	143	413
Redemption of LLC Units	685	(685)	7	(7)	(3,647)	—	(3,647)	3,647	—
Deferred tax adjustments net of Tax Receivable Agreement liabilities	—	—	—	—	10,781	—	10,781	—	10,781
Balance December 31, 2025	24,653	11,935	$ 247	$ 119	$ 37,486	$ (133,356)	$ (95,504)	$ (67,284)	$ (162,788)

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.
Consolidated statements of cash flows

(In thousands)

	Year Ended December 31,		
	2025	2024	2023
Cash flows from operating activities:			
Net income	$ 44,451	$ 49,113	$ 23,696
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	11,270	10,535	9,244
Amortization of debt discounts and issuance costs	1,142	420	225
(Gain) loss on disposal of fixed assets	(189)	74	—
Loss on debt extinguishment	804	—	—
Impairment expense	4,694	347	3,628
Bad debt expense	1,842	2,901	4,361
Equity-based compensation	23,375	27,971	23,989
Adjustments to tax receivable agreement liability	516	8,672	23,640
Deferred income taxes	5,888	(3,745)	(22,123)
Noncash lease expense	(1,723)	(4,476)	(748)
Cloud computing arrangement implementation costs	(657)	(1,180)	(85)
Changes in operating assets and liabilities:			
Receivable from franchisees	104	3,858	7,666
Commissions and agency fees receivable	(6,027)	(19,950)	(28)
Prepaid expenses	588	(250)	(3,555)
Other assets	966	827	486
Accounts payable and accrued expenses	6,913	5,060	(109)
Contract liabilities	(2,200)	(8,633)	(19,454)
Net cash provided by operating activities	91,757	71,544	50,833
Cash flows from investing activities:			
Issuance of notes receivable to franchisees	(125)	(325)	(130)
Proceeds from notes receivable to franchisees	303	94	—
Capitalized software development costs	(13,096)	(11,209)	(7,705)
Cash consideration paid for asset acquisitions	(4,922)	—	(6,895)
Cash paid for asset disposals	(32)	—	—
Purchase of property and equipment	(5,671)	(979)	(4,452)
Net cash used for investing activities	(23,543)	(12,419)	(19,182)
Cash flows from financing activities:			
Customer premiums, net	(481)	994	(75)
Debt issuance cost	(7,944)	(621)	—
Repayment of notes payable	(101,700)	(9,422)	(16,875)
Proceeds from notes payable	306,374	25,000	—
Proceeds from the issuance of Class A common stock	13,967	12,235	9,898
Repurchases of Class A common stock	(81,720)	(63,184)	—
Member distributions	(64,224)	(4,829)	(10,939)
Payments pursuant to tax receivable agreement	(6,736)	(5,372)	—
Dividends to stockholders	(145,786)	—	—
Net cash used for financing activities	(88,250)	(45,199)	(17,991)
Net increase (decrease) in cash and cash equivalents, and restricted cash	(20,036)	13,926	13,660
Cash and cash equivalents, and restricted cash, beginning of period	57,973	44,047	30,387
Cash and cash equivalents, and restricted cash, end of period	$ 37,937	$ 57,973	$ 44,047

	Year Ended December 31,		
	2025	2024	2023
Supplemental disclosure of cash flow data:			
Cash paid during the year for interest	$ 21,711	$ 6,876	$ 6,369
Cash paid for income taxes	929	631	701
Cash paid pursuant to tax receivable agreement	7,371	5,372	421

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.
Notes to consolidated financial statements

1. Organization

On May 1, 2018 Goosehead Insurance, Inc. ("GSHD") completed the Offering of 9,810 thousand shares of Class A common stock at a price of $10.00 per share, which included 1,280 thousand shares issued pursuant to the underwriter's over-allotment option. GSHD became the sole managing member of Goosehead Financial, LLC (“GF”). GF was organized on January 1, 2016 as a Delaware Limited Liability Company and is headquartered in Westlake, TX. The operations of GF represent the predecessor to GSHD prior to the Offering, and the consolidated entities of GF are described in more detail below.

GSHD (collectively with its consolidated subsidiaries, the “Company”) provides personal and commercial property and casualty insurance brokerage services for its clients through a network of corporate-owned offices and franchise units across the nation.

The operations of the corporate-owned offices are recorded in Texas Wasatch Insurance Services, L.P. (“TWIS”)—a Texas limited partnership headquartered in Westlake, TX and operating since 2003. TWIS is a wholly-owned subsidiary of Goosehead Insurance Holdings ("GIH"), which is a wholly-owned subsidiary of GF. The Company had 14 corporate-owned offices in operation at December 31, 2025, 14 at December 31, 2024, and 14 at December 31, 2023.

The operations of the franchise units are recorded in Goosehead Insurance Agency, LLC (“GIA”)—a Delaware limited liability company headquartered in Westlake, TX and operating since 2011. GIA is 100% owned by GIH, which is 100% owned by GF. Franchisees are provided access to insurance Carrier Appointments, product training, technology infrastructure, client service centers and back office services. During years ended December 31, 2025, 2024, and 2023, the Company onboarded 101, 97, and 209 franchise locations, respectively and had 1,009, 1,103, and 1,226 operating franchise locations as of December 31, 2025, 2024 and 2023, respectively. No franchises were purchased by the Company during the years ended December 31, 2025, 2024, and 2023.

In connection with the Offering, both Goosehead Management, LLC (“GM”) and Texas Wasatch Insurance Holdings Group LLC (“TWIHG”) became wholly owned indirect subsidiaries of GF. Both GM and TWIHG are non-operating holding companies created to receive management fees from the operating entities TWIS and GIA.

Reorganization Transactions

In connection with the Offering, the Company completed the following transactions (the "Reorganization Transactions"):

- The GF limited liability company agreement was amended to, among other things, i) appoint GSHD as the sole managing member of GF and ii) modify the capital structure of GF by reclassifying the interests previously held by Pre-IPO LLC Members into a single new class of non-voting LLC Units.
- GSHD was authorized to issue two classes of common stock. 9,810 thousand shares of Class A common stock were issued pursuant to the Offering, including the underwriters' over-allotment option. 22,747 thousand shares of Class B common stock were issued to the Pre-IPO LLC Members in an amount equal to the number of LLC Units held by each such Pre-IPO LLC Member in exchange for certain management rights of GF. Each share of Class A common stock and Class B common stock entitles its holder to one vote per share on all matters submitted to a vote of GSHD's stockholders. Each share of Class B common stock can be exchanged for one share of Class A common stock or, at GSHD's discretion, a cash payment equal to the volume weighted average market price of one share of Class A common stock, thus canceling the share of Class B common stock on a one-for-one basis.
- The Goosehead Management Holders and Texas Wasatch Holders indirectly transferred their ownership interests in GM and TWIHG, respectively, to GSHD in exchange for the Goosehead Management Note and Texas Wasatch Note. The aggregate principal amount of the Goosehead Management Note and the Texas Wasatch Note was approximately $114 million. Because the net proceeds from the Offering were insufficient to repay the aggregate principal amount of the notes, 3,724 thousand shares of Class A common stock were issued to the Goosehead Management Holders and the Texas Wasatch Holders for the difference. GSHD contributed direct and indirect ownership interests in each of TWIHG and GM to GF.

Following completion of the Reorganization Transactions and the Offering, GSHD owned 37.3% of GF and the Pre-IPO LLC Members owned the remaining 62.7%. GSHD is the sole managing member of GF and holds the sole voting power and management control. Accordingly, GSHD consolidates the financial results of GF and reports noncontrolling interest in GSHD's consolidated financial statements.

2. Basis of presentation and significant accounting policies

Basis of Presentation

The accompanying audited consolidated financial statements of GSHD and our subsidiaries are presented in accordance with the rules and regulations of the SEC for annual reports on Form 10-K and are prepared in accordance with U.S. GAAP. All intercompany accounts and transactions have been eliminated in consolidation.

Reclassification

Certain amounts previously reported in the prior period financial statements have been reclassified for comparative purposes to conform to the current period's presentation.

Significant accounting policies

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Accordingly, actual results could differ from those estimates as more information becomes known.

Cash and cash equivalents

The Company maintains its cash in bank deposit accounts that, at times, may exceed federally insured limits; however, the Company has not historically experienced any losses in these accounts. The Company believes it is not exposed to any significant credit risk.

The Company earns interest on its cash balance that is held in interest-bearing checking accounts. During the years ended December 31, 2025 and 2024, the Company recognized $2.9 million and $1.6 million, respectively, in interest income within Other income (expense) in the Consolidated Statements of Operations. No interest was earned during the year ended December 31, 2023. As of December 31, 2025, 2024 and 2023, the Company did not have any cash equivalents.

Restricted cash

The Company holds premiums received from the insured, but not yet remitted to the insurance carrier in a fiduciary capacity. Premiums received but not yet remitted included in restricted cash were $3.5 million and $3.7 million as of December 31, 2025 and 2024, respectively.

The following is a reconciliation of our cash and cash equivalents and restricted cash balances as presented in the consolidated statements of cash flows for the years ended December 31, 2025, 2024, and 2023 (*in thousands*):

	December 31,		
	2025	**2024**	**2023**
Cash and cash equivalents	$ 34,390	$ 54,280	$ 41,956
Restricted cash	3,547	3,693	2,091
Cash and cash equivalents, and restricted cash	$ 37,937	$ 57,973	$ 44,047

Commissions and agency fees receivable

Upon issuance of a new policy, the Company typically collects the first premium payment from the insured and then remits the full premium amount to the insurance carrier. The insurance carrier collects the remaining premiums directly from the insured and remits the applicable commissions to the Company. Accordingly, as reported in the accompanying consolidated balance sheets, commissions are receivables from the insurance carriers. These direct-bill arrangements consist of a high volume of transactions with small premium amounts, with the billing controlled by the insurance carriers. The income statement and balance sheet effects of the commissions are recorded at the

contract effective date and generally are based on a percentage of premiums for insurance coverage. During 2025, the Company wrote with over 200 insurance carriers, of which 76 provided national coverage. In 2025, two carriers represented more than 10% of total revenue at 19% and 13%. In 2024, three carriers represented more than 10% of total revenue at 19%, 15%, and 10%. In 2023, two carriers represented more than 10% of total revenue at 16% and 12%.

In select states, agents have the option to charge an agency fee for the placement of the insurance policy. These non-refundable fees are recorded as receivable on the date the policy is effective with the insurance carrier.

Allowance for uncollectible agency fees

The Company records agency fees receivable net of an allowance for estimated uncollectible accounts to reflect any loss anticipated for the related agency fees receivable balances, which anticipated loss is charged to bad debts. The agency fees receivable balance consists of numerous small-balance, homogeneous accounts. The Company calculates the allowance based on collection history and writes off all uncollected agency fee balances outstanding over ninety days.

Receivable from franchisees

Receivable from franchisees consists of franchise fees receivable net of an allowance for uncollectible franchise fees and unamortized discount on franchise fees, royalty fees receivable, and notes receivable from franchisees.

Franchise fees receivable

At the start date of the franchise agreement, the Company records an entry to establish a franchise fees receivable and a contract liability. The contract liability will be amortized to franchise fees within Franchise revenues over the 10-year life of the franchise contract. Franchisees have historically had the option to pay the full amount of franchise fees up front or to pay a deposit up front and the remaining balance by payment plan over time. The franchisees that elected to pay the initial franchise fee over time pay in total an amount that exceeds the amount due had they paid the full amount up front. As such, the payment plan option is treated as a zero-interest rate note, which creates an imputation of interest. The imputed interest is recorded as a discount on the franchise fee receivable and amortized using the effective interest rate method over the life of the payment plan. The amount of interest recorded in 2025, 2024, and 2023 related to franchise fees on a payment plan was $0.7 million, $0.9 million, and $1.4 million, respectively, and is included in Interest income.

Allowance for uncollectible franchise fees receivable

The Company records franchise fees receivable net of an allowance for estimated uncollectible accounts to reflect any loss anticipated related to the franchise fees receivable balances, which anticipated loss is charged to bad debts. The franchise fees receivable balance consists of numerous small-balance, homogeneous accounts. The Company calculates the allowance based on our history of write offs for all franchise accounts. Franchise fees receivable and the related allowance are written off if the franchisee owing the balance terminates.

Royalty fees receivable

Royalty fees are recorded at the point in time when the policy becomes effective with the insurance carrier. The royalty fees are secured by the commissions of the franchisee with no historical losses incurred for uncollectible royalty fees. As such, there is no allowance for doubtful accounts relating to royalty fees.

Revenue recognition

Goosehead provides personal and commercial property and casualty insurance brokerage services for its clients through a network of corporate-owned locations and franchise units. Goosehead is compensated for the insurance brokerage services that it provides for clients in the form of commissions, agency fees, royalty fees, and contingent commissions. The Company estimates revenue and constrains the estimates such that it is probable there will not be a significant reversal of revenue. The Company adjusts its estimate of revenue recognized based on cash collections.

The Company also recognizes revenue for initial franchise fees generated from a contract between the Company and a franchisee. Initial franchise fees are recognized as revenue over the 10-year life of the franchise contract, beginning on the start date of the contract.

Certain costs to obtain or fulfill a contract are capitalized. The Company capitalizes the commission payments paid to obtain new franchise contracts. These deferred costs are amortized over the expected life of the underlying franchise fee, and are included in Other assets in the Company's consolidated balance sheets.

See Note 3 Revenues for further explanation of the Company's revenue recognition policy.

Property & equipment

The Company carries fixed assets at cost, less accumulated depreciation, as stated in the accompanying consolidated balance sheets. Depreciation of property and equipment is calculated using the straight-line method over the estimated useful life of five years for furniture, fixtures and equipment and three years for computer equipment. Leasehold improvements are also amortized using the straight-line method and are amortized over the shorter of the remaining term of the lease or the useful life of the improvement. Expenditures for improvements are capitalized, and expenditures for maintenance and repairs are expensed as incurred. Upon sale or retirement, the cost and related accumulated depreciation and amortization is removed from the related accounts, and the resulting gain or loss, if any, is reflected in income.

Intangible assets

Intangible assets are stated at cost less accumulated amortization and reflect amounts paid for the Company’s web domain, computer software costs, and books of business (customer accounts). The web domain is amortized over a useful life of fifteen years, software costs are amortized over a useful life of three to ten years, and books of business are amortized over a useful life of eight years.

In May 2023, the Company entered into an agreement to purchase Vivint Smart Home's insurance Book of Business, for which the Company paid $5.8 million in cash consideration. We made no purchases of books of business during the year ended December 31, 2024. Total purchases of books of business during the year ended December 31, 2025 were $4.9 million.

Asset Impairment

The Company reviews all of its identifiable assets for impairment periodically and whenever events or changes in business circumstances indicate that the carrying value of the assets may not be recoverable. In reviewing identifiable assets, if the undiscounted future cash flows were less than the carrying amount of the respective assets, an indicator of impairment would exist, and further analysis would be required to determine whether or not a loss would need to be charged against current period earnings as a component of general and administrative expenses.

Based on a review of tangible assets during the year ended December 31, 2025, the Company identified three office leases that would be exited or subleased and completed a recoverability assessment for assets at each location. Based on the results of the recoverability assessment, the Company determined that the undiscounted cash flows of the assets were below their carrying values. As a result, the Company compared the fair values of the assets to their carrying values and recorded an impairment expense of $1.6 million for property and equipment and $3.1 million for right-of-use asset for the amount the carrying values exceeded the fair values. The Company determined the fair values by estimating sublease cash flows based on market rates for similar properties and discounted them using the Company's internal borrowing rate.

Based on a review of tangible assets during the year ended December 31, 2024, the Company identified one office lease that would be subleased and completed a recoverability assessment for assets at that location. Based on the results of the recoverability assessment, the Company determined that the undiscounted cash flows of the assets were below their carrying values. As a result, the Company compared the fair values of the assets to their carrying values and recorded an impairment expense of $0.1 million of property and equipment and $0.2 million of right-of-use asset for the amount the carrying values exceeded the fair values. The Company determined the fair values by estimating sublease cash flows based on market rates for similar properties and discounted them using the Company's internal borrowing rate.

Based on a review of tangible assets during the year ended December 31, 2023, the Company identified two office leases that will be subleased and completed a recoverability assessment for assets at those locations. Based on the results of the recoverability assessment, the Company determined that the undiscounted cash flows of the assets were below their carrying values. As a result, the Company compared the fair values of the assets to their carrying values and recorded an impairment expense of $1.4 million of property and equipment and $1.1 million of right-of-use asset for the amount the carrying values exceeded the fair values. The Company determined the fair values by estimating sublease cash flows based on market rates for similar properties and discounted them using the Company's internal borrowing rate.

Based on a review of intangible assets during the year ended December 31, 2023, the Company identified a group of internally-developed software assets that had not been placed into service and would not be completed. As a result, the Company determined the assets had no fair value and recorded an impairment expense of $1.1 million related to the asset group.

No additional impairment was identified during the years ended December 31, 2025, 2024, and 2023.

Premiums payable

Premiums payable represent premium payments that have been received from insureds but not yet remitted to the insurance carriers.

Deferred financing costs

Deferred financing costs incurred in connection with the issuance of debt are capitalized and amortized to interest expense in accordance with the related debt agreements. Deferred financing costs for existing debt facilities are included as a reduction in notes payable on the accompanying consolidated balance sheets while deferred financing costs incurred for debt facilities not yet consummated as of the end of a reporting period are included in other assets on the accompanying consolidated balance sheets.

Lease Accounting

The primary leased asset class of the Company is real estate. For leases with an original term longer than one year, lease liabilities are initially recognized on the lease commencement date based on the present value of the future minimum lease payments over the lease term, including non-lease components such as fixed common area maintenance costs and other fixed costs. A corresponding right-of-use ("ROU") asset is initially recognized equal to the lease liability adjusted for any lease prepayments, initial direct costs and lease incentives, and amortized into rent expense, which is included in general and administrative expenses in the consolidated statements of operations.

The discount rates used in determining the present value of leases represent our collateralized borrowing rate considering each lease's term. Certain leases have options to renew or terminate the lease that can be exercised at the discretion of the Company. These options are included in the lease term when it is reasonably certain that we will exercise that option. Rent expense is generally recognized on a straight-line basis over the lease term and included in General and administrative expenses in the Consolidated Statements of Operations. See Note 15 for further information.

Income Taxes

The Company accounts for income taxes pursuant to the asset and liability method, which requires the recognition of deferred income tax assets and liabilities related to the expected future tax consequences arising from temporary differences between the carrying amounts and tax bases of assets and liabilities based on enacted statutory tax rates applicable to the periods in which the temporary differences are expected to reverse. Any effects of changes in income tax rates or laws are included in income tax expense in the period of enactment.

Advertising

The Company expenses advertising costs as they are incurred. Advertising expense for the years ended December 31, 2025, 2024, and 2023 was $1.3 million, $1.0 million, and $0.9 million, respectively, and is included within general and administrative expenses in the consolidated statements of operations.

Recently adopted accounting pronouncements

In November 2023, the FASB issued ASU No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. The amendments require enhanced disclosures of significant segment expenses and other segment items, provide for the disclosure of additional measures of a segment's profit or loss used by the chief operating decision maker, require that all annual disclosures about a reportable segment's profit or loss and assets be included in interim periods, and provide new segment reporting requirements for entities with a single reportable segment. The Company adopted this ASU for the annual period ended December 31, 2024 and the amendments have been applied retrospectively to all periods presented. Refer to our segment disclosure in "Note 16. Segment information" for more information.

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. This standard requires the Company to provide further disaggregated income tax disclosures for specific categories on the effective tax rate reconciliation, as well as additional information about federal, state/local and foreign income taxes. The standard also requires the Company to annually disclose its income taxes paid (net of refunds received), disaggregated by jurisdiction. This guidance is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The standard is to be applied on a prospective basis, although optional retrospective application is permitted. The Company adopted this ASU for the annual period ended December 31, 2025. Refer to our income tax disclosure in "Note 10. Income taxes" for more information.

Accounting pronouncements not yet adopted

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. The amendment requires additional disclosures of certain costs and expenses within the notes to the consolidated financial statements. Additionally, in January 2025, the FASB issued ASU No. 2025-01, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date*, which clarified that the updates are effective for annual reporting periods beginning after December 15, 2026, and interim periods thereafter. The Company is currently evaluating the impact this guidance will have on its consolidated financial statement disclosures.

In July 2025, the FASB issued ASU No. 2025-05, *Financial Instruments—Credit Losses—(Topic 326)—Measurement of Credit Losses for Account Receivable and Contract Assets.* The amendments provide for a practical expedient that an entity may assume that conditions as of the balance sheet date remain unchanged over the remaining life of the asset when estimating expected credit losses for current accounts receivable and current contract assets arising from revenue transactions from contracts with customers. The guidance is effective for annual reporting periods beginning after December 15, 2025, and should be applied prospectively. The Company is currently evaluating the impact this guidance will have on its consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-06, Intangibles—*Goodwill and Other—Internal-Use Software (Subtopic 350-40)—Targeted Improvements to the Accounting for Internal-Use Software.* The amendments improve the accounting for costs related to internal-use software. The new guidance eliminates project stages and requires capitalizing software costs to begin when (1) management has authorized and committed to funding the software project and (2) it is probable that the project will be completed and the software will be used to perform the function intended. When evaluating if a project is probable to be completed, significant development uncertainty must be assessed. Additionally, disclosures for property, plant and equipment will be required for all capitalized software costs. The guidance is effective for annual reporting periods beginning after December 15, 2027, with early adoption permitted as of the beginning of an annual reporting period. Upon adoption, the guidance may be applied prospectively, retrospectively or using a modified transition approach. The Company is currently evaluating the impact this guidance will have on its consolidated financial statements.

3. Revenues

Commissions and agency fees

The Company earns commissions, which are paid as a percentage of the policy premiums placed by the Company, by performing its obligation to identify, place, and make effective insurance coverage on behalf of its customer, the insured. The Company defines the term of the policy as the contractual period the policy provides insurance coverage to the insured, which is typically 1 year or less. Commissions earned for the placement of the initial policy term for a given insurance product are recorded as New Business Commissions. New Business Commissions are earned at a point in time on the effective date of the policy, which is when the customer’s unilateral right to cancel the policy without consideration expires, as the Company has no further performance obligations for the initial term once the policy is placed and made effective.

After the initial policy term for a given insurance product, the Company earns Renewal Commissions by assisting the customer to make effective a renewal policy that satisfies the customer’s current insurance coverage needs. The Company performs this obligation by monitoring the customer’s policy to ensure a renewal is offered by the carrier and that the client promptly pays the premium. Alternatively, based on the needs of the customer, the Company may assist the customer to adjust coverage terms to satisfy its current insurance coverage needs or the Company may assist the customer to re-shop the insurance coverage to identify, place, and make effective a policy that better meets those needs. Renewal Commissions are earned at a point in time upon the effective date of the renewal policy term or upon the effective date of the replacement policy identified, placed, and made effective for the customer, which is when the customer’s unilateral right to non-renew the policy expires, as the Company has no further performance obligations for that renewal policy term.

The transaction price for commissions revenue is set as an estimate of the variable consideration to be received for the current policy term. This estimate includes the fixed consideration due based on the contractual terms of the current policy and adjustments for estimates of modifications of the contractual terms of the current policy and/or termination of the policy before the end of the current term. This variable consideration is constrained to the extent that it is probable there will not be a significant reversal of revenue.

For Agency Fees, the Company enters into a contract with the insured, in which the Company's performance obligation is to place an insurance policy. The transaction price of the agency fee is set at the time the sale is

agreed upon, and is included in the contract. Agency Fee revenue is recognized at a point in time, which is the effective date of the policy.

Contingent commission revenue is generated from contracts between the Company and insurance carriers, for which the Company is compensated for certain growth, profitability, or other performance-based metrics. The performance obligations for contingent commissions will vary by contract, but generally include the Company increasing profitable written premium with the insurance carrier. The transaction price for contingent commissions is estimated based on all available information and is recognized over time as the Company completes its performance obligations, as the underlying policies are placed, net of a constraint.

The Company must estimate the amount of consideration that will be received such that a significant reversal of revenue is not probable. Contingent commissions represent a form of variable consideration associated with the placement and profitability of coverage, for which we earn commissions. In connection with Topic 606, contingent commissions are estimated with a constraint applied and accrued relative to the recognition of the corresponding commissions for the period over which the contract applies. As contingent commissions are earned in relation to policies placed by the Company with the insurance carrier, the timing of recognizing contingent commissions follows a similar pattern as our commissions and fees, with any adjustments recognized when payments are received or as additional information that affects the estimate becomes available.

Franchise revenues

Franchise revenues include initial franchise fees and ongoing new and renewal royalty fees from franchisees.

Revenue from Initial Franchise Fees is generated from a contract between the Company and a franchisee. The Company's performance obligation is to provide initial training, onboarding, ongoing support and use of the Company's business operations over the period of the franchise agreement. The transaction price is set by the franchise agreement and revenue is recognized over time as the Company completes its performance obligations.

Initial franchise fees are recognized as revenue over the 10-year life of the franchise contract, beginning on the start date of the contract.

Revenue from New and Renewal Royalty Fees is recorded by applying the sales- and usage-based royalties exception. Under the sales- and usage-based exception, the Company recognizes revenue over time as a franchise places and makes effective a policy for an insured. The transaction price for the royalty fee for each policy made effective is set as the contractual royalty rate multiplied by an estimate of the commissions to be received by the franchise for the current term of the policy. This estimate includes the fixed consideration due based on the contractual terms of the current policy and adjustments for estimates of modifications of the contractual terms of the current policy and/or termination of the policy before the end of the current term. This variable consideration is constrained to the extent that it is probable there will not be a significant reversal of revenue.

Contract Costs

The Company has evaluated ASC Topic 340 - Other Assets and Deferred Cost (“ASC 340”), which requires companies to defer certain incremental costs to obtain customer contracts and certain costs to fulfill customer contracts.

Incremental costs to obtain - The Company defers certain costs to obtain customer contracts primarily as they relate to commission-based compensation plans for selling new franchise agreements. These incremental costs are deferred and amortized over a 10-year period, which is consistent with the term of the contract. The balance of costs to obtain is included with Other assets on the Consolidated balance sheets.

Costs to fulfill - The Company has evaluated the need to capitalize costs to fulfill customer contracts and has determined that there are no costs that meet the definition for capitalization under ASC 340.

Performance obligations satisfied in previous periods

During the year ended December 31, 2025, the Company recognized $3.0 million in Commissions and agency fees and $1.0 million in Franchise revenues due to the release of the constraint on certain variable consideration related to policies placed and made effective in previous periods. The Company did not recognize any revenue related to performance obligations satisfied in previous periods for the years ended December 31, 2024, or 2023.

Disaggregation of Revenue

The following tables disaggregates revenue by source *(in thousands)*:

	Year Ended December 31,		
	2025	**2024**	**2023**
Type of revenue stream:			
Commissions and agency fees			
Renewal commissions	$ 78,621	$ 74,938	$ 70,730
New business commissions	27,985	24,608	23,411
Agency fees	10,404	8,127	8,174
Contingent commissions	38,376	31,385	13,746
Franchise revenues			
Renewal royalty fees	170,767	138,942	107,524
New business royalty fees	30,153	27,122	23,168
Initial franchise fees	5,594	6,620	11,238
Other franchise revenues	2,734	1,831	1,843
Interest income	670	932	1,443
Total revenues	$ 365,304	$ 314,505	$ 261,276
Timing of revenue recognition:			
Transferred at a point in time	$ 117,010	$ 107,673	$ 102,315
Transferred over time	248,294	206,832	158,961
Total revenues	$ 365,304	$ 314,505	$ 261,276

Contract Balances

The following table provides information about receivables, cost to obtain, and contract liabilities from contracts with customers *(in thousands)*:

	December 31,		
	2025	**2024**	**Increase/(decrease)**
Cost to obtain franchise contracts[1]	$ 1,801	$ 1,967	$ (166)
Commissions and agency fees receivable, net[2]	36,613	31,375	5,238
Receivable from franchisees, net[2]	14,077	14,546	(469)
Contract liabilities[2][3]	16,266	18,466	(2,200)

(1) Cost to obtain franchise contracts is included in Other assets on the consolidated balance sheets.
(2) Includes both the current and long term portion of this balance.
(3) Initial Franchise Fees to be recognized over the life of the contract

Significant changes in contract liabilities are as follows *(in thousands)*:

	December 31,	
	2025	**2024**
Contract liability at beginning of period	$ 18,466	$ 27,099
Revenue recognized during the period	(5,594)	(6,620)
New deferrals[1]	3,930	3,125
Write offs[2]	(536)	(5,138)
Contract liability at end of period	$ 16,266	$ 18,466

(1) Initial franchise fees where the consideration is received from the customer for services which are to be transferred to the franchisee over the term of the franchise agreement
(2) Franchise Fees, net of recognized revenue, no longer deferred due to the termination of the Franchise Agreement.

Anticipated Future Recognition of Deferred Initial Franchise Fees

The following table reflects the estimated initial franchise fees (contract liability) to be recognized in the future related to performance obligations that are unsatisfied at the end of the period *(in thousands)*:

Estimate for the year ended December 31:		
2026	$	3,241
2027		2,741
2028		2,506
2029		2,225
2030		1,889
Thereafter		3,664
	$	16,266

4. Franchise fees receivable

The balance of Franchise fees receivable included in receivable from franchisees in the consolidated balance sheets consisted of the following *(in thousands)*:

	December 31,	
	2025	2024
Franchise fees receivable	$ 4,844	$ 6,263
Less: Unamortized discount	(904)	(1,671)
Less: Allowance for uncollectible franchise fees	(40)	(35)
Total franchise fees receivable	$ 3,900	$ 4,557

Activity in the allowance for uncollectible franchise fees was as follows *(in thousands)*:

Balance at December 31, 2023	$ 223
Charges to bad debts	404
Write offs	(592)
Balance at December 31, 2024	35
Charges to bad debts	142
Write offs	(137)
Balance at December 31, 2025	$ 40

5. Allowance for uncollectible agency fees

Activity in the allowance for uncollectible agency fees was as follows *(in thousands)*:

Balance at December 31, 2023	$ 508
Charges to bad debts	1,469
Write offs	(1,614)
Balance at December 31, 2024	$ 363
Charges to bad debts	1,316
Write offs	(1,190)
Balance at December 31, 2025	$ 489

6. Property and equipment

Property and equipment consisted of the following at *(in thousands)*:

	December 31,	
	2025	2024
Furniture & fixtures	$ 10,268	$ 10,369
Computer equipment	6,552	5,443
Network equipment	802	481
Phone system	200	227
Leasehold improvements	37,387	35,288
Total	55,209	51,808
Less accumulated depreciation	(33,660)	(27,707)
Property and equipment, net	$ 21,549	$ 24,101

Depreciation expense was $6.7 million, $7.3 million, and $7.6 million for the years ended December 31, 2025, 2024, and 2023, respectively.

7. Intangible assets

Intangible assets consisted of the following *(in thousands)*:

	December 31,		Weighted average amortization period (years)
	2025	2024	
Computer software & web domain	$ 38,738	$ 24,475	7.48
Books of business	11,817	6,895	6.52
Less accumulated amortization	(10,856)	(6,294)	
Intangible assets, net	$ 39,700	$ 25,075	

Amortization expense was $4.6 million, $3.2 million, and $1.7 million for the years ended December 31, 2025, 2024, and 2023, respectively.

Expected amortization for the next five calendar years as of December 31, 2025 are as follows *(in thousands)*:

2026	$ 5,779
2027	5,764
2028	5,764
2029	5,704
2030 and thereafter	16,688
Total	$ 39,700

8. Employee benefit obligation

The Company has adopted a qualified deferred compensation plan under section 401(k) of the Internal Revenue Code. Full-time employees over the age of 21 with one month of service are eligible to participate. Under the plan, the Company's contribution is based on a discretionary matching of 100% of salary deferral elected by each eligible employee up to a maximum of 3% of compensation. The Company's matching portion vests over a four-year period, after which time the employee becomes fully vested and all future contributions will vest immediately.

Matching contributions may be changed at the discretion of the Company. Company contributions totaled $1.7 million, $1.5 million, and $1.5 million for the years ended December 31, 2025, 2024, and 2023.

9. Debt

On July 21, 2021, the Company entered into the Second Amended and Restated Credit Agreement (the "Second Amended and Restated Credit Agreement") to refinance its $25.0 million revolving credit facility and $80.0 million term note payable to a $50.0 million revolving credit facility and $100.0 million term note payable in order to obtain a more favorable interest rate on the outstanding debt. The revolving credit facility and term note were collateralized by substantially all the Company's assets, which included right to future commissions and royalties.

On April 26, 2023, the Company entered into Amendment No.1 of the Second Amended and Restated Credit Agreement, which provided that LIBOR should be replaced with Term SOFR.

On April 24, 2024, the Company entered into Amendment No. 2 of the Second Amended and Restated Credit Agreement, increasing the term note payable by $25 million and increasing the capacity of the revolving credit facility by $25 million to a total capacity of $75 million.

On January 8, 2025, the Company entered into a credit agreement (the "2025 Credit Agreement") providing for an aggregate $300 million term notes payable (the "2025 Initial Term Loan") and $75 million revolving credit facility (the "2025 Revolving Credit Facility"). The 2025 Initial Term Loan matures on January 8, 2032 and the 2025 Revolving Credit Facility matures on January 8, 2030. The 2025 Credit Agreement replaced the Second Amended and Restated Credit Agreement, which was repaid with the proceeds of the 2025 Initial Term Loan and terminated.

The Company recorded $6.8 million of debt issuance costs and original issue discount related to the 2025 Initial Term Loan within Notes Payable and $1.8 million of debt issuance costs related to the 2025 Revolving Credit Facility within Other Assets in the consolidated balance sheets.

On July 9, 2025, the Company entered into Amendment No. 1 to the 2025 Credit Agreement in order to refinance the outstanding balance of the 2025 Initial Term Loan with a new term loan facility (the "Term B-1 Facility"). The amendment reduced the applicable interest rate on our term loan borrowings under the facility by 0.50% to a rate of Term SOFR plus 3.00%. The Term B-1 Loan is payable in quarterly installments of $0.7 million, with a balloon payment of $280.5 million on January 8, 2032. The 2025 Credit Agreement is secured by all property owned, leased or operated by the Company except for certain excluded assets.

As of December 31, 2025, the Company had nothing drawn against the revolving credit facility and had $75.0 million available to draw.

Our long term debt consists of the following *(in thousands)*:

	December 31, 2025
Term Loan B-1	298,502
Unamortized discount and issuance costs	(6,048)
Current portion of note payable	(2,993)
Note payable, net of current portion	$ 289,461

The Term B-1 Loan bears interest at a rate of Term SOFR plus 3.00%. The 2025 Revolving Credit Facility bears interest at Term SOFR plus a spread based on leverage ratio tiers as follows:

Leverage Ratio	Interest Rate
< 1.50x	SOFR + 175 bps
≥ 1.50x	SOFR + 200 bps
≥ 2.50x	SOFR + 225 bps
≥ 3.50x	SOFR + 250 bps

Interest payments on the revolving credit facility totaled $0.2 million, $0.2 million, $0.1 million for the years ended December 31, 2025, 2024, and 2023, respectively. The effective interest rate for the term note as of December 31, 2025 was 7.17%.

Maturities of the term note payable for the next five calendar years as of December 31, 2025 are as follows *(in thousands)*:

	Amount
2026	$ 2,993
2027	2,993
2028	2,993
2029	2,993
2030	2,993
Thereafter	283,537
Total	$ 298,502

The 2025 Credit Agreement contains certain affirmative and negative covenants. Under these covenants, the Company is limited in the amount of additional debt incurred and distributions payable. The Company's maximum allowable trailing twelve months debt-to-EBITDA ratio, as defined by the 2025 Credit Agreement, is 5.00 to 1.00. Additionally, the 2025 Credit Agreement contains certain change of control provisions that, if breached, would trigger a default. As of December 31, 2025, the Company was in compliance with these covenants.

Because of both instruments' variable interest rate, the note payable balances at December 31, 2025 and December 31, 2024 approximate their fair values using Level 2 inputs, described below.

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

- Level 1—Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets.
- Level 2—Significant other observable inputs other than Level 1 prices such as quoted prices in markets that are not active, quoted prices for similar assets or other inputs that are observable, either directly or indirectly, for substantially the full term of the asset.
- Level 3—Significant unobservable inputs that reflect a reporting entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

10. Income taxes

As a result of the Reorganization Transactions and the Offering, GSHD became the sole managing member of GF, which is treated as a partnership for U.S. federal and most applicable state and local income tax purposes. As a partnership, GF is not subject to U.S. federal and certain state and local income taxes. Any taxable income or loss generated by GF is passed through to and included in the taxable income or loss of its members, including GSHD, on a pro rata basis. GSHD is subject to U.S. federal income taxes, in addition to state and local income taxes, with respect to GSHD's allocable share of income of GF.

Income tax expense

The components of income tax expense are as follows *(in thousands)*:

	Year Ended December 31,		
	2025	2024	2023
Current income taxes			
Federal	$ (9)	$ —	$ —
State and local	518	1,332	755
Total current income taxes	509	1,332	755
Deferred income taxes			
Federal	6,531	5,973	3,169
State and local	(643)	(9,718)	(1,232)
Total deferred income taxes	5,888	(3,745)	1,937
Income tax	$ 6,397	$ (2,413)	$ 2,692

A reconciliation of income tax expense computed at the U.S. federal statutory income tax rate to the income tax expense recognized is as follows *(in thousands)*:

	Year Ended December 31,					
	2025		2024		2023	
	$	%	$	%	$	%
Income before taxes	$ 50,848		$ 46,700		$ 26,388	
Income taxes at U.S. federal statutory rate	10,678	21.0 %	9,807	21.0 %	5,541	21.0 %
Tax effect of income not subject to entity level federal income tax	(3,547)	(7.0)	(3,929)	(8.5)	(2,034)	(7.8)
Nontaxable or nondeductible items:						
Excess tax (benefit) or deficiency on equity-based compensation	(2,146)	(4.2)	(3,060)	(6.6)	(1,760)	(6.7)
Nondeductible equity-based compensation	721	1.4	731	1.6	127	0.5
Nondeductible excess compensation	691	1.4	313	0.7	1,028	3.9
Meals and entertainment	229	0.5	178	0.4	152	0.6
State income tax expense (benefit), net of federal benefit[1]	(100)	(0.2)	(6,530)	(14.0)	(329)	(1.2)
Other	(129)	(0.3)	77	0.2	(33)	(0.1)
Income tax expense (benefit)	$ 6,397	12.6 %	$ (2,413)	(5.2)%	$ 2,692	10.2 %

(1) State taxes in Texas made up the majority (greater than 50%) of the tax effect in this category for 2025..

Deferred tax assets and liabilities

The components of deferred tax assets are as follows (*in thousands*):

	December 31, 2025	December 31, 2024
Net operating loss carryforwards	$ 22,705	$ 18,503
Investment in flow-through entity	193,666	174,975
Net deferred tax asset	$ 216,371	$ 193,478

GSHD has deferred tax assets resulting from tax basis adjustments to the assets of GF arising from redemptions of LLC Units and corresponding exchanges of Class B common stock for shares of Class A common stock. These tax basis adjustments have reduced the amount of tax we are required to pay, and they are expected to reduce the amount of tax that GSHD would otherwise be required to pay in the future. See tax receivable agreement subsection below for additional details.

GSHD also has income tax net operating loss carryforwards for federal and state purposes of $103.0 million and $19.4 million (post apportionment pre-tax), respectively. The federal net operating loss carryforwards are carried

forward indefinitely and are limited to 80% of taxable income in a given year. The state net operating loss carryforwards begin to expire in 2033.

Uncertain tax positions

GSHD has determined there are no material uncertain tax positions as of December 31, 2025.

Cash paid for income taxes

The components of cash paid for income taxes are as follows *(in thousands)*:

	Year Ended December 31, 2025
Federal	$ 10
State and local	
Texas	900
Other state and local	19
Total state and local	919
Total	$ 929

Tax receivable agreement

GF has made an election under Section 754 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code") effective for each taxable year in which a redemption or exchange of LLC Units and corresponding Class B common stock for shares of Class A common stock occurs. Prior redemptions and exchanges have resulted, and future taxable redemptions or exchanges are expected to result in tax basis adjustments to the assets of GF that will be allocated to the Company and thus produce favorable tax attributes. These tax attributes would not be available to us in the absence of those transactions. These tax basis adjustments have reduced the amount of tax we are required to pay, and are expected to reduce the amount of tax that GSHD would otherwise be required to pay in the future.

GSHD entered into a tax receivable agreement with the Pre-IPO LLC Members on May 1, 2018 that provides for the payment by GSHD to the Pre-IPO LLC Members of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that GSHD actually realizes as a result of (i) any increase in tax basis in GSHD's assets and (ii) tax benefits related to imputed interest deemed arising as a result of payments made under the tax receivable agreement.

During the years ended December 31, 2025, 2024 and 2023, an aggregate of 0.7 million, 0.3 million and 1.5 million LLC Units, respectively, were redeemed by the Pre-IPO LLC Members for newly-issued shares of Class A common stock. In connection with these redemptions, we received 0.7 million, 0.3 million and 1.5 million LLC Units, which resulted in an increase in the tax basis of our investment in GF subject to the provisions of the TRA. We recognized a liability for the tax receivable agreement payments due to the Pre-IPO LLC Members, representing 85% of the aggregate tax benefits we expect to realize from the tax basis increases related to the redemptions of LLC Units, after concluding it was probable that such tax receivable agreement payments would be paid based on our estimates of future taxable income. As of December 31, 2025 and 2024, the total amount of payments due to the Pre-IPO LLC Members under the tax receivable agreement was $171.9 million and $160.1 million, respectively, of which $6.2 million and $0.0 million, respectively, was current and included in Liabilities under tax receivable agreement within Current liabilities on the Consolidated balance sheets.

11. Stockholder's equity

Class A Common Stock

GSHD has a total of 24,653 thousand and 24,668 thousand shares of its Class A common stock outstanding at December 31, 2025 and 2024, respectively. Each share of Class A common stock holds economic rights and entitles its holder to one vote per share on all matters submitted to a vote of the stockholders of GSHD.

Class B Common Stock

GSHD has a total of 11,935 thousand and 12,620 thousand shares of its Class B common stock outstanding at December 31, 2025 and 2024, respectively. Each share of Class B common stock has no economic rights but entitles its holder to one vote per share on all matters submitted to a vote of the stockholders of GSHD.

Holders of Class A common stock and Class B common stock vote together as a single class on all matters presented to GSHD's stockholders for their vote or approval, except as otherwise required by applicable law, by agreement, or by GSHD's certificate of incorporation.

Earnings Per Share

The following table sets forth the calculation of basic earnings per share ("EPS") based on net income attributable to GSHD for the years ended December 31, 2025, 2024, and 2023, divided by the basic weighted average number of Class A common stock as of December 31, 2025, 2024, and 2023 *(in thousands, except per share amounts*).

Diluted EPS of Class A common stock is computed by dividing net income attributable to GSHD by the weighted average number of shares of Class A common stock outstanding, adjusted to give effect to potentially dilutive securities.

Shares of the Company's Class B common stock do not share in the earnings or losses attributable to Goosehead Insurance, Inc. and are therefore not participating securities. As such, separate presentation of basic and diluted earnings per share of Class B common stock under the two-class method has not been presented. Shares of the Company's Class B common stock are, however, considered potentially dilutive shares of Class A common stock because shares of Class B common stock, together with the related LLC Units, are exchangeable into shares of Class A common stock on a one-for-one basis. The Company calculates the effects of the conversion of Class B shares to Class A shares using the "if-converted" method and includes such effects in the calculation of diluted EPS if the effects are dilutive.

The following table summarizes the calculation of EPS for the years ended December 31, 2025, 2024, and 2023 *(in thousands)*:

	Year Ended December 31,		
	2025	**2024**	**2023**
Numerator:			
Net income attributable to GSHD - Basic	$ 27,831	$ 30,426	$ 14,140
Add: net income attributable to noncontrolling interests[1]	16,620	18,687	9,556
Less: income tax effect on income attributable to noncontrolling interests assuming conversion of Class B common shares[1]	(4,837)	(4,767)	(2,524)
Net income available to GSHD - Diluted	$ 39,614	$ 44,347	$ 21,172
Denominator:			
Basic EPS			
Weighted average outstanding Class A common shares - Basic	24,975	24,657	23,929
Earnings per share of Class A common stock - Basic	$ 1.11	$ 1.23	$ 0.59
Diluted EPS			
Weighted average outstanding Class A common shares - Basic	24,975	24,657	23,929
Effect of dilutive securities:			
Weighted average outstanding Class B common shares (if-converted)[1]	12,224	12,749	13,769
Stock options[2]	905	895	657
Weighted average outstanding Class A common shares - Diluted	38,103	38,301	38,356
Earnings per share of Class A common stock - Diluted	$ 1.04	$ 1.16	$ 0.55

(1) For the years ended December 31, 2025, 2024, and 2023, the impact of the conversion of Class B common shares to Class A common shares calculated under the if-converted method was dilutive, and as such, (a) 12,224 thousand, 12,749 thousand, and 13,769 thousand common shares (assuming the conversion of all outstanding class B common stock) were included in the Weighted average outstanding Class A common shares - Diluted and (b) $11.8 million, $13.9 million, and $7.0 million of noncontrolling interest net income (after incremental tax effect from assuming conversion of all outstanding class B common stock), was added back to Net income available to GSHD - Diluted.

(2) The dilutive effect of stock options is computed using the treasury stock method. 731 thousand, 869 thousand, and 1,560 thousand stock options were excluded from the computation of diluted earnings per share of Class A common stock for the years ended December 31, 2025, 2024 and 2023 because the effect would have been anti-dilutive.

Share Repurchase Program

On April 24, 2024, our board of directors approved a share repurchase program with authorization to purchase up to $100 million of our Class A common stock, which expired on March 31, 2025.

On April 23, 2025, our board of directors approved a new share repurchase program with authorization to purchase up to $100 million of our Class A common stock through May 1, 2026. The share repurchase program does not require the Company to acquire any dollar amount or number of shares of common stock and may be modified, suspended, or discontinued at any time. The timing, manner, price and amount of any repurchases will be determined at the discretion of management in accordance with applicable securities laws and other restrictions. Class A common stock acquired under the program will be retired upon repurchase. Additionally, for every repurchased share of Class A common stock, the Company will direct GF to repurchase, at the price paid to repurchase such share, and cancel an LLC unit of GF held by the Company.

During the year ended December 31, 2025, the Company repurchased and retired 1,014 thousand shares of Class A common stock for an aggregate $81.7 million. During the year ended December 31, 2024, the Company repurchased and retired 1,045 thousand shares of Class A common stock for an aggregate $63.2 million. All repurchases were made in open-market transactions and recorded at their aggregate transaction cost inclusive of commissions and excise taxes. As of December 31, 2025, the Company had remaining authorization under the share repurchase program to repurchase up to $18.3 million of the Company's Class A common stock.

Subsequent Event

On February 17, 2026, our board of directors extended our share repurchase program, increasing the authorization by $180.0 million and extending the program through May 1, 2027. With this increase, the Company has a total remaining authorization under the extended repurchase program of up to $198.3 million of the Company's Class A common stock. The share repurchase program does not require the Company to acquire any dollar amount or number of shares of common stock and may be modified, suspended, or discontinued at any time. The timing, manner, price and amount of any repurchases will be determined at the discretion of management in accordance with applicable securities laws and other restrictions. Class A common stock acquired under the program will be retired upon repurchase. Additionally, for every repurchased share of Class A common stock, the Company will direct GF to repurchase and cancel an LLC unit of GF held by the Company, at a price per LLC unit equal to the price paid for the corresponding share of Class A common stock.

12. Noncontrolling interest

GSHD is the sole managing member of GF and, as a result, it consolidates the financial results of GF. GSHD reports a noncontrolling interest representing the economic interest in GF held by the other members of GF.

GF makes distributions to the LLC Unit holders on a pro rata basis to facilitate the LLC Unit holder's quarterly tax payments. For the years ended December 31, 2025 and 2024, GF made distributions of $23.8 million and $13.3 million, of which $7.7 million and $4.8 million was made to Pre-IPO LLC Members. The remaining $16.0 million and $8.5 million was made to GSHD and was eliminated in consolidation.

Under the amended and restated Goosehead Financial, LLC Agreement ("GF LLC Agreement"), the Pre-IPO LLC Members have the right, from and after the completion of the Offering (subject to the terms of the amended and restated Goosehead Financial, LLC Agreement), to require GSHD to redeem all or a portion of their LLC Units for, at GSHD's election, newly-issued shares of Class A common stock on a one-for-one basis or a cash payment equal to the volume weighted average market price of one share of GSHD's Class A common stock for each LLC Unit redeemed (subject to customary adjustments, including for stock splits, stock dividends and reclassifications) in accordance with the terms of the amended and restated Goosehead Financial, LLC Agreement. Additionally, in the event of a redemption request by a Pre-IPO LLC Member, GSHD may, at its option, effect a direct exchange of cash or Class A common stock for LLC Units in lieu of such a redemption. Shares of Class B common stock will be canceled on a one-for-one basis if GSHD, at the election of a Pre-IPO LLC Member, redeems or exchanges LLC Units of such Pre-IPO LLC Member pursuant to the terms of the amended and restated Goosehead Financial, LLC Agreement. Except for transfers to GSHD pursuant to the amended and restated Goosehead Financial, LLC Agreement or to certain permitted transferees, the Pre-IPO LLC Members are not permitted to sell, transfer or otherwise dispose of any LLC Units or shares of Class B common stock.

During 2025 and 2024, an aggregate of 0.7 million and 0.3 million LLC Units, respectively, were redeemed by the noncontrolling interest holders. Pursuant to the GF LLC Agreement, we issued 0.7 million and 0.3 million shares of

Class A common stock in connection with these redemptions and received 0.7 million and 0.3 million LLC Interests, increasing our ownership interest in GF. Simultaneously, and in connection with these redemptions, 0.7 million and 0.3 million shares of Class B common stock were surrendered and canceled.

The following table summarizes the ownership interest in GF as of December 31, 2025 and 2024 (in thousands):

	December 31, 2025		December 31, 2024	
	LLC Units	Ownership %	LLC Units	Ownership %
Number of LLC Units held by GSHD	24,653	67.4%	24,668	66.2%
Number of LLC Units held by noncontrolling interest holders	11,935	32.6%	12,620	33.8%
Number of LLC Units outstanding	36,588	100.0%	37,288	100.0%

The weighted average ownership percentages for the applicable reporting periods are used to attribute net income to GSHD and the noncontrolling interest holders. The noncontrolling interest holders' weighted average ownership percentage for the years ended December 31, 2025 and 2024 was 32.9% and 34.1%, respectively.

13. Equity-based compensation

A summary of equity-based compensation expense during the years ended December 31, 2025, 2024, and 2023 is as follows *(in thousands)*:

	Year Ended December 31,		
	2025	2024	2023
Stock options	$ 23,375	$ 27,971	$ 23,989
Equity-based compensation expense	$ 23,375	$ 27,971	$ 23,989

Stock options

The Company granted additional stock options of 0.6 million, 0.8 million, and 0.9 million to its Board of Directors and certain key employees in 2025, 2024, and 2023, respectively. Board of Directors stock option awards have a three-year service period and vest in 12 equal quarterly installments over the service period. Employee stock options awards granted in 2021 have a four-year service period and vest in three equal annual installments, beginning at the end of the second year of service. Employee awards granted beginning in 2022 have a three-year service period and vest in equal annual installments beginning at the end of the first year of service. Both Board of Director and employee stock option awards have a maximum contract term of ten years from the grant date. Upon exercise of an option, the Company issues a new share of stock.

The Company determines the grant date fair value of its stock option awards using the Black-Scholes valuation model and has elected to recognize forfeitures as they occur. A summary of the weighted average assumptions used for valuing stock options granted in the periods 2025, 2024, and 2023 are as follows:

	Year Ended December 31,		
	2025	2024	2023
Expected volatility	55%	55%	60% - 65%
Expected dividend yield	—%	—%	—%
Expected term (in years)	2.69 - 4.75	2.75 - 4.75	2.75 - 4.75
Risk-free interest rate	3.44% - 4.27%	3.46%- 4.58%	3.44% - 4.06%

A summary of stock option activity for the year ended December 31, 2025 is as follows (*in thousands except per-share amounts*):

	Stock Options	Weighted-average Exercise Price	Aggregate Intrinsic Value	Weighted-average Remaining Contractual Life (Years)
Outstanding as of December 31, 2024	3,263	$ 68.50		
Granted	637	106.42		
Exercised	(309)	43.75		
Forfeited	(56)	68.02		
Expired	(100)	125.79		
Outstanding as of December 31, 2025	3,436	$ 76.11	$ 51,810	6.88
Options vested and exercisable as of December 31, 2025	2,091	$ 71.09	$ 42,923	5.90
Options unvested as of December 31, 2025	1,344	$ 83.93	$ 8,887	8.40

A summary of stock option activity for the years ended December 31, 2025, 2024 and 2023 is as follows (*in thousands except per-share amounts*):

	Year Ended December 31,		
	2025	2024	2023
Weighted-average grant-date fair value of options granted	$ 46.36	$ 32.41	$ 19.08
Total intrinsic value of options exercised	$ 21,435	$ 27,106	$ 16,424
Total fair value of shares vested during the year	$ 28,555	$ 24,645	$ 23,269

A summary of unvested stock option activity for the years ended December 31, 2025, 2024 and 2023 is as follows (*in thousands except per-share amounts*):

	Stock Options	Weighted Average Grant Date Fair Value
Unvested as of December 31, 2024	1,657	$ 30.10
Vested	(894)	31.94
Granted	637	46.36
Forfeited	(56)	31.86
Unvested as of December 31, 2025	1,344	$ 36.51

As of December 31, 2025, total unrecognized compensation expense related to unvested stock options was $29.7 million, which is expected to be recognized over a weighted average period of 1.81 years. Cash received from stock option exercises during the year ended December 31, 2025 was $13.6 million.

14. Dividends

The Company did not approve or pay any dividends during the year ended December 31, 2024.

On January 9, 2025, GF declared a special distribution of $175 million, which was paid in cash on January 31, 2025 to holders of record of LLC Units, including to GSHD, as of the close of business on January 21, 2025. The special distribution resulted in a payment of $59 million to our noncontrolling interest holders. On January 9, 2025, the board of directors of the Company declared a one-time special cash dividend of $5.91 to all holders of Class A common stock of GSHD as of the close of business on January 21, 2025, which was paid in cash on January 31, 2025 for a total of $146 million. $1.22 of the special cash dividend was funded by cash received by GSHD from prior tax distributions from GF that are in excess of the corporate income taxes payable by GSHD. The remaining $4.69 of the special dividend was funded by the cash received by the Company from the special distribution by GF.

Any future special dividends will be declared at the sole discretion of GF's managing members, with respect to GF, and the Company's board of directors, with respect to GSHD. In determining whether a future special dividend will be declared by the Company, the board of directors may, at its sole discretion, consider the following: the Company's financial condition and operating results, the Company's available cash and current and anticipated cash needs, the Company's capital requirements, any contractual, legal, tax and regulatory restrictions, general economic and business conditions, and such other factors or conditions as the board of directors deems relevant.

15. Leases

At December 31, 2025, Goosehead was obligated under a number of operating leases, exclusively leases for premises and equipment used for business purposes. These leases generally have terms of 8 years or less, determined based on the contractual maturity of the lease, and include periods covered by options to extend or terminate the lease when the Company is reasonably certain that it will exercise those options. None of these lease agreements impose restrictions on the Company's ability to pay dividends, engage in debt or equity financing transactions or enter into further lease agreements. Certain of these leases contain escalation clauses that will increase rent payments based on maintenance, utility and tax increases, which are non-lease components and variable in nature. The Company elected not to separate lease and non-lease components of a contract for its real estate and equipment leases. As such, real estate and equipment lease payments represent payments on both lease and non-lease components.

Operating lease liabilities and ROU assets are recognized at the lease commencement date based on the present value of the fixed future minimum lease payments over the lease term. The future lease payments are discounted at a rate that represents the Company's collateralized borrowing rate for financing instruments of a similar term. We estimate this for our portfolio of leases using information obtained from our bankers. The ROU asset also includes any lease prepayments made, plus initial direct costs incurred, less any lease incentives received. Rent expense associated with operating leases is recognized on a straight-line basis over the lease term and included in occupancy expense within General and administrative expenses in the Consolidated statements of operations.

The following table provides information related to the Company's leases as of December 31, 2025 and 2024 *(in thousands)*:

	December 31,	
	2025	**2024**
Right-of-use assets	$ 34,087	$ 37,420
Short term lease liabilities	8,666	6,535
Long term lease liabilities	51,168	54,536
Total lease liabilities	59,834	61,071
Weighted average remaining lease term (in years)	5.87	6.71
Weighted average incremental borrowing rate	5.5%	5.3%

The following schedule shows the components of lease cost for the years ended December 31, 2025 and 2024 *(in thousands):*

	December 31,	
	2025	**2024**
Gross operating lease cost	$ 7,923	$ 8,074
Sublease income	(1,082)	(672)
Net lease cost	**$ 6,841**	**$ 7,402**

The following is a schedule of supplemental cash flow information related to leases for the year ended December 31, 2025 and 2024 *(in thousands):*

	December 31,	
	2025	**2024**
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ (9,250)	$ (11,267)
Right of use assets obtained in exchange for lease obligation		
Operating leases	$ 5,713	$ 4,931

The following is a schedule of future maturity of lease liability as of December 31, 2025 *(in thousands):*

2026	$ 11,483
2027	13,083
2028	12,348
2029	11,192
2030	8,341
Thereafter	14,414
Total lease payments	70,861
Less: imputed interest	(11,026)
Future maturity of lease liability	**$ 59,834**

As of December 31, 2025, the Company did not have any additional future operating lease commitments that were signed but had not yet commenced.

16. Segment information

The Company is organized into a single reportable segment: insurance distribution. The personal lines insurance distribution segment provides clients with access to home, auto, umbrella, motorcycle, flood, and other ancillary insurance products. The Company derives its revenue entirely from within the United States and manages business activities on a consolidated basis. The Company’s chief operating decision maker is its Chief Executive Officer.

The accounting policies of the insurance distribution segment are the same as those described in the summary of significant accounting policies. The chief operating decision maker uses net income, as reported on the Consolidated Statements of Operations, to assess performance and allocate resources for the insurance distribution segment. The significant segment expense categories regularly provided to the chief operating decision maker are the same as those included on the Consolidated Statements of Operations. The measure of segment assets is total assets as reported on the Consolidated Balance Sheets.

The chief operating decision maker uses net income to assess performance by examining period-over-period trends, benchmarking to the Company's competitors, and monitoring budget versus actual results. The chief operating decision maker uses net income to evaluate income generated from segment assets in deciding whether to reinvest profits into the segment or into other parts of the entity, such as for share repurchases or dividends.

17. Litigation

From time to time, GSHD may be involved in various legal proceedings, lawsuits and claims incidental to the conduct of the Company's business. The Company records accruals for legal contingencies to the extent that it has concluded that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. When a material loss contingency is reasonably possible but not probable, the Company does not record a liability, but instead discloses the nature and the amount of the claim, and an estimate of the loss or range of loss, if such an estimate can be made. In the opinion of the Company's management, the likely results of any ongoing legal matters are not expected, either individually or in the aggregate, to have a material adverse effect on the Company's financial position, results of operations or cash flows.

On November 10, 2022, a verified stockholder class action complaint for declaratory relief, captioned Mickey Dollens v. Goosehead Insurance, Inc., C.A. No. 2022-1018-JTL, was filed in the Court of Chancery of the State of Delaware (the “Dollens Action”), alleging certain corporate governance documents adopted by the Company were invalid under Delaware law. On August 8, 2023, the parties entered into a proposed settlement providing for certain non-monetary benefits to the class (i.e., revisions to the Company's Stockholder Agreement). Additionally, the plaintiffs have petitioned the Court for attorneys' fees and litigation expenses. The matter is currently stayed. While there can be no assurance regarding the ultimate outcome of the petition, the Company believes a potential loss, if any, would not be material.

18. Related Party Transactions

Mark Jones is the Co-Founder and Executive Chairman of the Company and holds a significant beneficial ownership of the Company’s voting common stock. Mr. Jones also serves as the Co-Founder and Chief Executive Officer of N5B Capital ("N5B"), a family investment office for Mark and Robyn Jones. In the third quarter of 2025, the Company entered into an agreement to reimburse N5B for expenses associated with Mr. Jones’ executive assistant. The estimated annual expense to the Company under this agreement is less than $140 thousand and will be recognized as incurred in the consolidated statements of operations. The Company determined that the agreement is not material to its consolidated financial statements.

EXHIBIT F-2

Guarantee of Performance

GUARANTEE OF PERFORMANCE
FTC

For value received, Goosehead Insurance Inc., a Delaware corporation located at 1500 Solana Blvd., Suite 4500, Westlake, TX 76262 (the "**Guarantor**"), absolutely and unconditionally guarantees to assume the duties and obligations of Goosehead Insurance Agency, LLC, a Delaware limited liability company located at 1500 Solana Blvd., Suite 4500, Westlake, TX 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 March 16, 2026, 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 first occurs. 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 in Westlake, Texas on the 16th day of March, 2026.

Guarantor:

Goosehead Insurance Inc.,
a Delaware corporation

By: _____

Name: John O'Connor

Title: General Counsel

GUARANTEE OF PERFORMANCE
Virginia

For value received, absolutely and unconditionally guarantees the performance by Goosehead Insurance Inc., a Delaware corporation located at 1500 Solana Blvd., Suite 4500, Westlake, TX 76262 (the "**Guarantor**") of all the obligations of Goosehead Insurance Agency, LLC, a Delaware limited liability company located at 1500 Solana Blvd., Suite 4500, Westlake, TX 76262 under its franchise registration in the State of Virginia and of its franchise agreements. This guarantee continues until all such obligations of Goosehead Insurance Agency, LLC, under its franchise registration and franchise agreements are satisfied. Goosehead Insurance Inc. is not discharged from liability if a claim by the franchisee against Goosehead Insurance Agency, LLC, remains outstanding. Notice of acceptance is waived. Notice of default on the part of Goosehead Insurance Agency, LLC, is not waived. This guarantee is binding on Goosehead Insurance Inc. and on its successors and assigns.

The Guarantor executes this guarantee in Westlake, Texas on the 16th day of March, 2026.

Guarantor:

Goosehead Insurance Inc.,
a Delaware corporation

By: _____

Name: John O'Connor

Title: General Counsel

GUARANTEE OF PERFORMANCE
Illinois

For value received, Goosehead Insurance Inc. ("**Guarantor**"), a Delaware corporation located at 1500 Solana Blvd., Suite 4500, Westlake, TX 76262, absolutely and unconditionally guarantees to assume the duties and obligations of Goosehead Insurance Agency, LLC, a Delaware limited liability company located at 1500 Solana Blvd., Suite 4500, Westlake, TX 76262 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, 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 first occurs. 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 on its successors and assigns.

The Guarantor executes this guarantee in Westlake, Texas on the 16th day of March, 2026.

Guarantor:

Goosehead Insurance Inc.,
a Delaware corporation

By: _____

Name: John O'Connor

Title: General Counsel

EXHIBIT G-1

Goosehead Insurance Brand Standards Manual

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EXHIBIT G-2

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement (this "**Agreement**"), dated as of the [Date], 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 [Name], located at [Address] (both parties hereto collectively referred to as the "**Parties**" and individually as a "**Party**").

RECITALS

WHEREAS, Goosehead and [Name] 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. 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 Agreement 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, Westlake, 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, LLC

By: _____

Name: _____

Title: _____

By: _____

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 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 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 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 FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dpfi.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.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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:

   17.3.1 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 Brand Standards 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.

3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

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

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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

In recognition of the requirements of the Illinois law, the Goosehead Insurance Agency, LLC Franchise Disclosure Document shall be supplemented as follows:

Illinois law shall apply to and govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Payment of the Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. The financial assurance requirement was imposed by the Office of the Attorney General due to Franchisor's financial condition.

This Addendum is effective only to the extent that the jurisdictional requirements of the Illinois law are met independently of and without reference to this Addendum. This Addendum will have no effect if the jurisdictional requirements of the Illinois law are not met.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

In recognition of the requirements of the Illinois law, the Goosehead Insurance Agency, LLC Franchise Agreement shall be supplemented as follows:

Illinois law shall apply to and govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Payment of the Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. The financial assurance requirement was imposed by the Office of the Attorney General due to Franchisor's financial condition.

This Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois law are met independently of and without reference to this Amendment. This Amendment shall have no effect if the jurisdictional requirements of the Illinois law are not met.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

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

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document for Goosehead Insurance Agency, LLC for use in the State of Maryland shall be amended as follows:

1. Item 5, "Initial Fees," and Item 7, “Estimated Initial Investment,” are amended by the addition of the following language:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees, deposits and payments owed by franchisees shall be deferred until we complete our pre-opening obligations to you under the Franchise Agreement.

2. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language:

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under the U.S. Bankruptcy Code (11 U.S.C. Section 101, et seq.).

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

Any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Exhibit I, “Franchisee Compliance Questionnaire,” shall be amended by the addition of the following at the end of Exhibit I:

> The representations under this Franchisee Compliance Questionnaire are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2.2.6 of the Agreement, under the heading “Term and Renewal,” shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> 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, excluding only such claims as the Franchisee may have under the Maryland Franchise Registration and Disclosure Law;

2. Section 4.1 of the Agreement, under the heading "Fees; Sales Reporting," is amended by adding the following language:

> The Maryland Securities Commissioner requires us to defer payment of the Initial Franchise Fee and other deposits and initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement and you begin operating the Franchised Business.

3. Section 16.5.1 of the Agreement, under the heading “Transfer of Interest,” shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> 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, excluding only such claims as the Franchisee may have under the Maryland Franchise Registration and Disclosure Law;

4. Sections 27.1, 27.2, and 27.3 of the Agreement, under the heading “Applicable Law and Dispute Resolution,” shall be amended by the addition of the following language:

> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. Section 28.1, 28.2, 28.4, 28.5, 28.7, 28.8, 28.10, and 28.12 are deleted in their entirety.

6. Section 28 of the Agreement, under the heading "Acknowledgments," shall be supplemented by the following:

> The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

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

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE*. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION I.

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

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

* * * *

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

* * * *

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:
DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
525 WEST LANSING
LANSING, MICHIGAN 48913

NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.

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

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Goosehead Insurance Agency, LLC for use in the State of Minnesota shall be amended to include the following:

1. Item 13 is amended by the addition of the following language:

   The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suite or demand regarding the use of the name.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

   With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. § 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

   Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

   Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for

in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Minn. Stat. § 80C.17 prohibits any action from being commenced under the Minnesota Franchises Law more than three years after the cause of action accrues.

3. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the Disclosure Document.

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

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2.2.6 of the Agreement, under the heading "Term and Renewal," shall be deleted in its entirety and shall have no force or effect, and the following paragraph shall be inserted in its place:

> 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, excluding only such claims as Franchisee may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

2. Section 2 of the Agreement, under the heading "Term and Renewal," shall be amended by the addition of the following paragraph:

> Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days' notice of non-renewal of the Franchise Agreement.

3. Section 9 of the Agreement, under the heading "Proprietary Marks," shall be amended by the addition of the following paragraph:

> Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), Franchisor is required to protect any rights Franchise may have to Franchisor's Marks.

4. Section 16.5.1 of the Agreement, under the heading "Transfer of Interest," shall be deleted in its entirety and shall have no force or effect, and the following paragraph shall be inserted in its place:

> 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, excluding only such claims as Franchisee may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

5. Section 16 of the Agreement, under the heading "Transfer of Interest," shall be amended by the addition of the following paragraph:

Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

6. Section 17 of the Agreement, under the heading "Default and Termination" shall be amended by the addition of the following paragraph:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

7. Section 18.8 of the Agreement, under the heading "Obligations Upon Termination, Non-Renewal, or Expiration," shall be deleted in its entirety and shall have no force or effect; and the following paragraph shall be substituted in its place:

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 seeking 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.

8. Sections 27.5 and 27.9 of the Agreement, under the heading "Applicable Law and Dispute Resolution," shall be deleted in their entirety and shall have no force or effect; and the following paragraphs shall be substituted in its place:

27.5 Injunctions. Nothing contained in this Agreement will bar our right to seek 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.

27.9 Payment of Legal Fees. 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 after the termination or expiration of the franchise granted under this Agreement in: (a) seeking 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.

9. Section 27 of the Agreement, under the heading "Applicable Law and Dispute Resolution", shall be amended by the following paragraph, which shall be considered an integral part of the Agreement:

27.10 Minn. Stat. § 80C.17 prohibits any action from being commenced under the Minnesota Franchises Law more than three years after the cause of action accrues. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

10. Section 28.1, 28.2, 28.4, 28.5, 28.7, 28.8, 28.10, and 28.12 are deleted in their entirety.

11. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Amendment.

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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

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

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

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

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

9. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2.2.6 of the Agreement, under the heading "Term and Renewal," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 2.2.6 You must execute a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and our and our affiliates' respective officers, directors, securities holders, agents, and employees, provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 16.5.1 of the Agreement, under the heading "Transfer of Interest," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 16.5.1 That the transferor must execute a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, and our respective officers, directors, shareholders, member, agents, and employees, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 27.5 of the Agreement, under the heading "Applicable Law and Dispute Resolution," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 27.5 Nothing contained in this Agreement shall bar our right to seek injunctive relief 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.

4. Section 27 of the Agreement, under the heading "Applicable Law and Dispute Resolution," shall be amended by the addition of the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

5. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the franchise will be opening in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

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	
Franchisor	Franchisee
By:	By:
Name: John O'Connor	Name:
Title: General Counsel	Title: Agency Owner

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Goosehead Insurance Agency, LLC shall be amended by the addition of the following language:

1. Item 5, "Initial Fees," and Item 7, “Estimated Initial Investment,” are amended by the addition of the following language:

> Payment of Initial Franchise Fees owed to us will be deferred until we have met our initial obligations to you and you have commenced doing business. This financial assurance requirement was imposed by the North Dakota Securities Commission due to our financial condition.

2. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

> A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
>
> B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
>
> C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
>
> D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
>
> E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
>
> F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
>
> G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
>
> H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
>
> I. Limitation on Claims: Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person

acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 4.1 of the Agreement, under the heading "Fees; Sales Reporting," is amended by adding the following language:

> The North Dakota Securities Commission requires us to defer payment of the Initial Franchise Fee and other deposits and initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement and you begin operating the Franchised Business.

2. The Agreement shall be amended by the addition of the following Section 29:

29. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the Franchisee's business.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation on Claims: Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving

any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Goosehead Insurance Agency, LLC for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the Disclosure Document.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 27 of the Agreement, under the heading "Applicable Law and Dispute Resolution," shall be amended by the addition of the following paragraph:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the Franchise Disclosure Document for Goosehead Insurance Agency, LLC for use in the State of South Dakota shall be amended to include the following:

1. Item 5, "Initial Fees," and Item 7, “Estimated Initial Investment,” are amended by the addition of the following language:

> Payment of Initial Franchise Fees owed to us will be deferred until we have met our initial obligations to you and you have commenced doing business. This financial assurance requirement was imposed by the South Dakota Securities Regulation Office due to our financial condition.

This addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Codified Laws, §37-5B-5, are met independently without reference to this addendum to the Disclosure Document.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 4.1 of the Agreement, under the heading "Fees; Sales Reporting," is amended by adding the following language:

> Payment of Initial Franchise Fees owed to us will be deferred until we have met our initial obligations to you and you have commenced doing business. This financial assurance requirement was imposed by the South Dakota Securities Regulation Office due to our financial condition.

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Codified Laws, §37-5B-5, are met independently without reference to this amendment.

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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the requirements contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document of Goosehead Insurance Agency, LLC is amended as follows:

1. Item 5, "Initial Fees," and Item 7, “Estimated Initial Investment,” are amended by the addition of the following language:

> The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owned by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. Item 17 of the Disclosure Document is hereby modified by adding the following paragraphs to the end of provision entitled “h. ‘Cause’ defined – non-curable defaults”:

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute ‘reasonable cause,’ as that term may be defined in the Virginia Retail Franchise Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the requirements contained in Section 13.1-564 of the Virginia Retail Franchising Act, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 4.1 of the Agreement, under the heading, "Initial Franchise Fee," shall be amended by the addition of the following language:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

GOOSEHEAD INSURANCE AGENCY, LLC
WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

Goosehead Insurance Agency, LLC	_____
Franchisor	Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

EXHIBIT I

FRANCHISE COMPLIANCE QUESTIONNAIRE

FRANCHISEES IN THE STATE OF WASHINGTON
SHOULD NOT SIGN THIS FRANCHISE COMPLIANCE QUESTIONNAIRE

As you know, you and Goosehead Insurance Agency, LLC are preparing to enter into a Franchise Agreement for the operation of a Goosehead Insurance franchise (a "**Franchise**"). The purpose of this 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 award of the Franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*

1. Did you receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) (together, our "**FDD**") at least 14 calendar days before signing the Franchise Agreement? Check one: (__) Yes (__) No. If no, please explain: _____

2. Did you sign and return to us an FDD receipt indicating the date on which you received the FDD?
Check one: (__) Yes (__) No.

3. Please list any questions you have regarding the Franchise opportunity that you would like to discuss prior to signing the Franchise Agreement. (Attach additional pages, if necessary.)

4. Please list any information provided to you by any employee or other person speaking on our behalf concerning the sales, revenue, profits, or operating costs of one or more Goosehead businesses operated by us, our affiliates, or our franchisees or that you may earn or experience that is in addition to the information contained in the FDD:

This addendum does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISEE:

Signed:_____
Print Name:_____
Title:_____
Date:_____

*All representations requiring prospective franchisees to assent to a release, estoppels or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law. Nothing contained in this questionnaire is intended to disclaim any of the disclosures contained in our FDD.

EXHIBIT J

CORPORATE AGENT LAUNCH AMENDMENT TO FRANCHISE AGREEMENT

GOOSEHEAD INSURANCE AGENCY, LLC
CORPORATE AGENT LAUNCH AMENDMENT TO FRANCHISE AGREEMENT

This CORPORATE AGENT LAUNCH AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") is made effective as of _____, 20__ (the "**Effective Date**"), by and between Goosehead Insurance Agency, LLC, a Delaware limited liability company ("**Franchisor**"); and _____, a [resident of] [corporation organized in] [limited liability company organized in] the state of _____("**Franchisee**"). Franchisor and Franchisee are collectively referred to herein as the "**Parties**".

RECITALS

a. The Parties are entering into a Franchise Agreement to be dated _____ (the "**Franchise Agreement"**), for the development and operation of a Goosehead Business.

b. Franchisee has previously been employed by Franchisor or its affiliates and served as a corporate agent in the System ("**Corporate Agent**") and is purchasing a franchise as part of Franchisor's Corporate Agent launch program (the "**Corporate Agent Launch**").

c. As a prior Corporate Agent, Franchisee has an existing referral network and other business related to the Corporate Agent Launch, and therefore will have existing business when they commence operation of their Goosehead Business, which requires amendment to certain terms under the Franchise Agreement, as set forth in this Amendment.

AGREEMENT

NOW THEREFORE, the Parties hereby amend the Franchise Agreement as follows:

1. **Initial Franchise Fee.** Section 4.1 is replaced with the following:

   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 open the Franchised Business, the Initial Franchise Fee becomes fully earned and 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. A portion of the Initial Franchise Fee in the amount of twenty-five thousand dollars ($25,000) must be paid to us prior to opening the Franchised Business (the "**First Installment**"). We may, in our sole discretion and upon our prior written approval, waive the First Installment if you launch the Franchised Business outside of the state of Texas. The remaining twenty-five thousand dollars ($25,000) shall be due and payable to us on the first anniversary of the Commencement Date (the "**Second Installment**"), unless you meet or exceed the Production Threshold as defined herein; provided that if we terminate this Agreement for cause prior to the natural expiration of the term of this Agreement, and the Second Installment has not otherwise already been waived because you met or exceeded the Production Threshold as set forth below in Section 2, then you will be required to pay us the Second Installment within five (5) days following the termination of this Agreement.

2. **Production Threshold and Fee Waiver.** The following new **Section 4.1.1** is added:

   4.1.1 Notwithstanding the foregoing, we shall waive your obligation to pay the Second Installment to us if your actual performance meets or exceeds the following agreed

minimum performance metrics: $120,000 in New Business production (the "**Production Threshold**") during the twelve (12) month period following the Commencement Date, as measured and confirmed by us. If you fail to meet or exceed the Production Threshold, you agree to pay us the Second Installment in full within thirty (30) days of our written request.

3. **Royalty Fee.** Section 4.2 is replaced with the following:

4.2 *Royalty Fee*. We will receive all Commissions from Approved Carriers. We will receive all Premiums, Policy Fees 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 Approved Carriers. Beginning on the first day of the first month following the Effective Date (the "**Commencement Date**"), we will remit to you Net Revenues on a monthly basis. As used in this Agreement:

4. **Applicable Minimum Royalty under the Corporate Agent Launch.** Section 4.2.4 is replaced with the following:

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

Number of Months following the Commencement Date	**Amount of Monthly Minimum Royalty**
Six (6) to Twelve (12)	Two Thousand Four Hundred Dollars ($2,400)
Thirteen (13) to Twenty-Four (24)	Three Thousand Dollars ($3,000)
Twenty-Five (25) to Thirty-Six (36)	Four Thousand Dollars ($4,000)
Thirty-Seven (37) to Forty-Eight (48)	Five Thousand Dollars ($5,000)
Forty-Nine (49) and for the remainder of the term of this Agreement	Six Thousand Dollars ($6,000)

5. **Applicable Royalty Fee for Transferred Business.** The following new **Section 4.2.8.1** is added:

4.2.8.1 Notwithstanding the foregoing, the Royalty Fee for any Approved Insurance Products written by you while employed by us or our affiliates as a corporate agent in the System ("**Transferred Business**") will be eighty-five percent (85%) of Gross Revenues on Transferred Business in their renewal terms and on Approved Insurance Products written for existing clients on the same risk profile within a 90-day period of the cancellation of their existing Transferred Business policy ("re-writes"). For the avoidance of doubt, any Transferred Business remains subject to Section 19.14 of this Agreement.

6. **Opening Deadline.** Section 5.1 is replaced with the following:

5.1 *Opening Deadline.* You are responsible for purchasing, leasing, or subleasing a suitable location for the Franchised Business. You agree to establish the Franchised Business and have it open and in operation within one (1) month after the Effective Date (the "**Opening Deadline**").

7. **Initial Management and Employee Training.** Section 6.2.1 is deleted in its entirety.

8. **Restriction on Soliciting Goosehead Corporate Employees.** The following new **Section 19.16** is added:

19.16 *Restriction on Soliciting Goosehead Corporate Employees.* You agree that during the term of this Agreement, and for a continuous period of two (2) years after the non-renewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16, you will not, directly or indirectly, recruit, solicit, or hire, or attempt to recruit, solicit, or hire for your own benefit or the benefit of any other person, firm, corporation or other entity, any employees, managers, consultants, directors or officers of Goosehead Insurance Agency, LLC or its affiliates, unless we have given you our express written consent as explained in the Brand Standards Manual.

9. **General Release of Claims.**

(a) WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE. Franchisee, for itself and for the Franchisee Parties (defined below), acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. With respect to those claims, demands, obligations, liabilities, actions, and causes of actions being released pursuant to this Amendment, Franchisee, for itself and for the Franchisee Parties, acknowledge that they are releasing unknown claims and waive all rights they have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. Franchisee, for itself and for the Franchisee Parties, acknowledges that this release extends to claims which the Franchisee Parties do not know or suspect to exist in favor of the Franchisor Releasees at the time of executing this Amendment, which if known by the Franchisee Parties may have materially affected their decision to enter into this Amendment. It is understood by the Franchisee Parties that the facts in respect of which this Amendment is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. The Franchisee Parties, therefore, expressly assume the risk of the facts turning out to be so different and agrees that this Amendment shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

(b) Franchisee, on behalf of itself and its attorneys, insurers, officers, directors, stockholders, agents, servants, representatives, employees, successors, predecessors, assigns, heirs, executors, administrators, estates, parents, affiliates and subsidiaries, whether named herein or not (collectively, "**Franchisee Parties**"), hereby knowingly, voluntarily, fully, finally, and completely SETTLES, RELEASES, AND FOREVER DISCHARGES, to the maximum extent permitted by law, the Franchisor Releasees (as defined below) from all claims, disputes, grievances, demands, causes of action, liabilities, injuries, and damages, of whatever kind, character, or nature, known or unknown, arising from, relating to, or connected

with acts or omissions occurring at any time prior to and including the date Franchisee executes this Amendment. This general release includes without limitation all claims or damages that in any way arise from, relate to, or are in any way connected with Franchisee's employment with and/or separation from Franchisor or its affiliates, regardless of whether or not same (1) are presently known or unknown, (2) have been specifically referenced, claimed, asserted, or made by either Party, or (3) are statutory, contractual, or common law in nature or basis. As used in this Amendment, "**Franchisor Releasees**" means Franchisor, as well as its employees, attorneys, partners, agents, assigns, representatives, designees, insurers, plan administrators, parent companies, subsidiaries, affiliates, alleged joint employers, and other related persons or entities, including their predecessors, successors, and equity and asset purchasers, together with their respective officers, directors, members, managers, shareholders, partners (general and limited), agents, owners, legal representatives, servants, and employees (current and former), and the assigns, heirs, privies, predecessors, successors, and insurers of each of the foregoing persons and entities in their individual, corporate, and official capacities.

(c) Without limiting the comprehensiveness of the above paragraph, Franchisee, on behalf of itself and the Franchisee Parties, knowingly, voluntarily, fully, finally, and completely WAIVES, RELEASES, AND FOREVER DISCHARGES, to the maximum extent permitted by law, the Franchisor Releasees from all claims, actions, causes of action, or demands existing as of the date of this Amendment, including without limitation any and all claims for injunctive relief; attorneys' fees; expenses; costs; actual, compensatory, exemplary, or punitive damages; physical injuries; personal injuries; emotional injuries; mental anguish; physical pain and suffering; wrongful discharge; violations of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Texas Labor Code, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Reemployment Rights Act, and any other civil rights statute; harassment and/or discrimination because of sex, pregnancy, race, color, national origin, religion, age, disability, sexual orientation, veteran's status, the filing of a workers' compensation claim, or other protected classification; retaliation; incapacity; failure to pay proper wage, minimum wage, and/or overtime wages; unpaid wages; loss of wages; loss of earning capacity; loss of job security; humiliation; physical impairment and/or disfigurement; loss of consortium; harm to reputation; libel, slander, or defamation; medical expenses; personal property damage, loss, or diminution in value; negligence; gross negligence; strict liability; malice; invasion of privacy; intentional infliction of emotional distress; negligent infliction of emotional distress; loss or diminution of career advancement; loss of dignity; any and all claims arising under any other federal, state, or local statute, law, ordinance, rule, regulation, or order prohibiting employment discrimination or retaliation; any claim under tort, wrongful discharge, breach of contract, or breach of agreement; and any other theory, claim, or cause of action whatsoever, whether known or unknown.

(d) By signing this Amendment, it is Franchisee's intent to waive and release all claims and potential claims against the Franchisor Releasees that can be waived and released under law. Franchisee also specifically waives any right to become, and promises not to become, a member of any class in any proceeding or case in which a claim or claims against the Franchisor Releasees may arise, in whole or in part, from any event that occurred prior to Franchisee's execution of this Amendment, subject to the "No Interference with Rights" section below. If Franchisee is not permitted to waive inclusion in a future class, then Franchisee agrees to waive any recovery for which Franchisee would be eligible as a member of such class, subject to the "No Interference with Rights" section below. This release does not release

rights to benefits that Franchisee may have under the laws governing COBRA, unemployment benefits, disability insurance, and workers' compensation benefits, and nothing in this Amendment prohibits Franchisee from asserting rights to any vested benefits to which Franchisee may be entitled pursuant to the terms of applicable plans or law.

10. **Non-Disparagement.** Franchisee agrees that in exchange for the consideration provided under this Amendment, Franchisee will not directly or indirectly, disparage, make, or publish any derogatory, slanderous, or libelous comments about Franchisor in any matter likely to be harmful to its business, business reputation, or the personal reputations of Franchisor's officers, managers, consultants, employees, past or present partners, directors, shareholders, affiliates, and/or their successors. Furthermore, Franchisee agrees that it will not solicit from any third party, any comments, statements, or like that may be considered negative or derogatory or detrimental to the good name and business reputation of Franchisor, including but not limited to Franchisor's business, officers, managers, consultants, employees, past or present partners, directors, shareholders, affiliates, and/or their successors.

11. **No Interference with Rights.** Nothing in this Amendment shall be construed to (1) limit Franchisee's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor (including the Occupational Safety and Health Administration), the Securities and Exchange Commission, or any other federal, state, or local government or regulatory agency ("**Government Agencies**"); (2) apply to any sexual assault or sexual harassment dispute, as defined by the Speak Out Act, arising after Franchisee's execution of this Amendment; or (3) limit Franchisee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Franchisor. This Amendment does not limit Franchisee's right to receive an award for information provided to a Government Agency.

12. **Miscellaneous**.

(a) This Amendment constitutes the sole agreement of the Parties with respect to the subject matter hereof. No amendment of this Amendment, 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.

(b) If any provision in this Amendment is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect under applicable law, the Parties agree (i) such provision shall be enforced to the maximum extent permissible under applicable law, and (ii) any invalidity, illegality, or unenforceability of such provision shall not affect any other provision of this Amendment and this Amendment shall otherwise remain in full force and effect.

(c) Notwithstanding anything to the contrary (including, without limitation, in the Franchise Agreement), to the fullest extent permitted under applicable law, if there is any conflict or contradiction between any provisions in this Amendment and any provisions of the Franchise Agreement, the provisions in the Amendment shall govern and control.

(d) Capitalized terms which are not defined in this Amendment shall have the same definitions as provided in the Franchise Agreement.

(e) This Amendment (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

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

Goosehead Insurance Agency, LLC	
Franchisor	Franchisee
By:	By:
Name: John O'Connor	Name:
Title: General Counsel	Title: Agency Owner

EXHIBIT K

MBA GRADUATE INCENTIVE AMENDMENT TO FRANCHISE AGREEMENT

GOOSEHEAD INSURANCE AGENCY, LLC
MBA GRADUATE INCENTIVE AMENDMENT TO FRANCHISE AGREEMENT

This MBA GRADUATE INCENTIVE AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") is made effective as of _____, 20__ (the "**Effective Date**"), by and between Goosehead Insurance Agency, LLC, a Delaware limited liability company ("**Franchisor**"); and _____, a [resident of] [corporation organized in] [limited liability company organized in] the state of _____("**Franchisee**"). Franchisor and Franchisee are collectively referred to herein as the "**Parties**".

RECITALS

a. The Parties are entering into a Franchise Agreement to be dated _____ (the "**Franchise Agreement"**), for the development and operation of a Goosehead Business.

b. Franchisee has enrolled in a Master of Business Administration ("**MBA**") program within the five (5) years prior to signing the Franchise Agreement and qualifies for Franchisor's MBA graduate incentive program (the "**MBA Incentive Program**"), contingent upon graduating with an MBA.

c. As part of the MBA Incentive Program, Franchisor offers a deferred payment structure for the Initial Franchise Fee, which requires amendment to certain terms under the Franchise Agreement, as set forth in this Amendment.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. **Required Additional Training.** Notwithstanding anything to the contrary in the Franchise Agreement, Franchisee will be required to attend an additional two-week development program training prior to the initial management and employee training, as described in Section 6.2 of the Franchise Agreement. Immediately following completion of the development program training, Franchisee shall attend the two-week, on-site initial training. Attendance at both trainings is mandatory and a condition of participation in the MBA Incentive Program.

2. **Deferral of Initial Franchise Fee.** Notwithstanding anything contrary to the Franchise Agreement, payment of the Initial Franchise Fee, as defined in Section 4.1 of the Franchise Agreement and indicated on the Declarations Page, shall be deferred, and Franchisee shall not be required to pay the Initial Franchise Fee prior to enrolling in the initial training program described in Section 6.2 of the Franchise Agreement.

3. **Repayment through Renewal Commissions.** Franchisor shall retain one hundred percent (100%) of the Net Revenues earned by Franchisee from the renewal of Approved Insurance Products generated by the Franchised Business until the full amount of the Initial Franchise Fee has been repaid; provided that if the Franchise Agreement is terminated for cause prior to the natural expiration of the term of the Franchise Agreement, and the Initial Franchise Fee has not otherwise already been paid in full, then Franchisee will be required to pay the remaining amount of the Initial Franchise Fee owed to us within five (5) days following the termination of the Franchise Agreement. The deferred Initial Franchise Fee shall be fully waived if Franchisee achieves a minimum of three hundred (300) policies in force ("**PIF**") during the twelve (12) month period following the Commencement Date.

4. **Payment Deadline and Optional Prepayment.** The Initial Franchise Fee must be paid in full no later than the expiration of the initial ten (10) year term of the Franchise Agreement, regardless of the amount of renewal revenue generated by the Franchised Business during that time. Franchisee may elect to prepay in a lump sum, in whole or in part, any portion of the unpaid Initial Franchise Fee owed to us.

5. **No Waiver of Other Fees or Obligations.** This deferral applies solely to the timing of payment of the Initial Franchise Fee. All other obligations and sums due to us under the Franchise Agreement remain in full force and effect.

6. **Miscellaneous.**

(a) This Amendment constitutes the sole agreement of the Parties with respect to the subject matter hereof. No amendment of this Amendment, 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.

(b) If any provision in this Amendment is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect under applicable law, the Parties agree (i) such provision shall be enforced to the maximum extent permissible under applicable law, and (ii) any invalidity, illegality, or unenforceability of such provision shall not affect any other provision of this Amendment and this Amendment shall otherwise remain in full force and effect.

(c) Notwithstanding anything to the contrary (including, without limitation, in the Franchise Agreement), to the fullest extent permitted under applicable law, if there is any conflict or contradiction between any provisions in this Amendment and any provisions of the Franchise Agreement, the provisions in the Amendment shall govern and control.

(d) Capitalized terms which are not defined in this Amendment shall have the same definitions as provided in the Franchise Agreement.

(e) This Amendment (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.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

Goosehead Insurance Agency, LLC	
Franchisor	Franchisee
By:	By:
Name: John O'Connor	Name:
Title: General Counsel	Title: Agency Owner

EXHIBIT L

BRANCH LOCATION AMENDMENT TO FRANCHISE AGREEMENT

GOOSEHEAD INSURANCE AGENCY, LLC
BRANCH LOCATION AMENDMENT TO FRANCHISE AGREEMENT

This BRANCH LOCATION AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") is entered into as of _____, 20__ (the "**Effective Date**"), by and between Goosehead Insurance Agency, LLC ("**Franchisor**"), _____ ("**Franchisee**"). Franchisor and Franchisee shall be collectively referred to herein as the "**Parties**".

BACKGROUND:

A. The Parties agreed to enter into a franchise agreement dated _____ ("**Franchise Agreement**") for the development and operation of a Goosehead Insurance franchised business at the Approved Location.

B. By way of this Amendment, the Parties desire to amend and otherwise reaffirm the terms of the Franchise Agreement, including the designation of additional locations for the Franchised Business (individually and collectively, "**Branch Locations**") to be operated under the Franchise Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **Branch Location.**

(a) Franchisor grants Franchisee the right to operate the Franchised Business from the Branch Locations listed in the "Branch Location Schedule" attached hereto as **Exhibit 1**. Franchisor may, but is not obligated to, grant Franchisee the right to operate one or more Branch Locations.

(b) Franchisee agrees to develop and operate the Branch Locations pursuant to the terms of the Franchise Agreement, as amended by this Amendment. For the avoidance of doubt, all references to the Approved Location under the Franchise Agreement shall also pertain to the Branch Locations, including but not limited to the covenants set forth in Section 18 (Obligations Upon Termination or Expiration) and Section 19 (Covenants, including non-competition and non-solicitation covenants) of the Franchise Agreement.

(c) Franchisee understands and agrees that the Agency Principal and management requirements outlined in Section 6 of the Franchise Agreement apply to each location that the Franchised Business is operated from, including the Branch Locations and the Approved Location.

(d) The term of this Amendment will commence on the Effective Date and continue to run concurrent with the term of the Franchise Agreement unless otherwise agreed in writing between Franchisor and Franchisee. A breach of this Amendment will be considered a breach of the Franchise Agreement, and vice versa, and in all cases this Amendment will automatically expire upon the termination, non-renewal, or expiration of the Franchise Agreement.

2. Release.

(a) WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE. Franchisee, for itself and for the Franchisee Parties (defined below), acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads as follows: A GENERAL RELEASE

DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. With respect to those claims, demands, obligations, liabilities, actions, and causes of actions being released pursuant to this Amendment, Franchisee, for itself and for the Franchisee Parties, acknowledge that they are releasing unknown claims and waive all rights they have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. Franchisee, for itself and for the Franchisee Parties, acknowledges that this release extends to claims which the Franchisee Parties do not know or suspect to exist in favor of the Franchisor Parties at the time of executing this Amendment, which if known by the Franchisee Parties may have materially affected their decision to enter into this Amendment. It is understood by the Franchisee Parties that the facts in respect of which this Amendment is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. The Franchisee Parties, therefore, expressly assume the risk of the facts turning out to be so different and agrees that this Amendment shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

(b) Franchisee and Guarantors, on behalf of themselves and their respective attorneys, insurers, officers, directors, stockholders, agents, servants, representatives, employees, successors, predecessors, assigns, heirs, executors, administrators, estates, parents, affiliates and subsidiaries, whether named herein or not (collectively, "**Franchisee Parties**"), 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, "**Franchisor Parties**") from any and all Claims, whether known or unknown, including but not limited to, arising out of or relating to the Franchise Agreement, which Franchisee has, may have, had, or may have had against Franchisor Parties from the beginning of time until the Effective Date. It is acknowledged that the facts in respect of which this release is given may hereinafter turn out to be different from the facts now known by Franchisee to be true. 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.

(c) As used in this release, "**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.

3. **Non-Disparagement.** Franchisee agrees that in exchange for the consideration provided under this Amendment, Franchisee will not directly or indirectly, disparage, make, or publish any derogatory, slanderous, or libelous comments about Franchisor in any matter likely to be harmful to its business, business reputation, or the personal reputations of Franchisor's officers, managers, consultants, employees, past or present partners, directors, shareholders, affiliates, and/or their successors. Furthermore, Franchisee agrees that it will not solicit from any third party, any comments, statements, or like that may be considered negative or derogatory or detrimental to the good name and business reputation of Franchisor, including but not limited to Franchisor's business, officers,

managers, consultants, employees, past or present partners, directors, shareholders, affiliates, and/or their successors

4. **Miscellaneous.**

(a) This Amendment constitutes the sole agreement of the Parties with respect to the Branch Locations. No amendment of this Amendment, 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.

(b) If any provision in this Amendment is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect under applicable law, the Parties agree (i) such provision shall be enforced to the maximum extent permissible under applicable law, and (ii) any invalidity, illegality, or unenforceability of such provision shall not affect any other provision of this Amendment and this Amendment shall otherwise remain in full force and effect.

(c) Notwithstanding anything to the contrary (including, without limitation, in the Agreement), to the fullest extent permitted under applicable law, if there is any conflict or contradiction between any provisions in this Amendment and any provisions of the Franchise Agreement, the provisions in the Amendment shall govern and control.

(d) Capitalized terms which are not defined in this Amendment shall have the same definitions as provided in the Franchise Agreement.

(e) This Amendment (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.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

Goosehead Insurance Agency, LLC	_____
Franchisor	Franchisee
By: _____	By: _____
Name: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

EXHIBIT M

GOOSEHEAD MBA LAUNCH FUND PROMISSORY NOTE AND GUARANTEE

PROMISSORY NOTE

Westlake, Texas

$20,000

FOR VALUE RECEIVED, the undersigned, _____, a [resident of] [corporation organized in] [limited liability company organized in] the state of _____and having an office location that is to be determined (the "**Maker**"), promise[s] to pay to the order of Goosehead Insurance Agency, LLC (the "**Holder**"), the principal sum of Twenty Thousand Dollars ($20,000) (the "**Principal Amount**") at Holder's address at 1500 Solana Blvd., Suite 4500, 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 acceptance of an MBA Launch Fund loan set out in the Goosehead Insurance Franchise Agreement dated _____ 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 *No Initial Payments under this Note*. Maker shall not be required to pay any portion of the Principal Amount due under this Note during the first year of operations of the Goosehead Business operated pursuant to the Franchise Agreement unless or until there is a Launch Loan Breach (as defined below in Section 1.3).

   1.2 *Conditional Forgiveness of this Note*. If Maker is in good standing under the Franchise Agreement (as determined by Holder) and Maker's Goosehead Business is open and operating as of the one year anniversary of the opening date of Maker's Goosehead Business (the "**Loan Forgiveness Date**"), then Holder will forgive this Note in full and mark this Note accordingly.

   1.3 *Conditional Repayment of this Note*. However, if at any time prior to the Loan Forgiveness Date, Maker (a) has failed to successfully complete all required Goosehead training to Holder's satisfaction, (b) has abandoned the Goosehead Business or the Franchise Agreement has been otherwise terminated for cause prior to such Loan Forgiveness Date, or (c) Maker has been notified that it is in material breach of the Franchise Agreement and such material breach remains uncured as of such Loan Forgiveness Date (each, a "**Launch Loan Breach**"), then Maker must pay back the Note amount in full to Holder within 15 days of the occurrence of the Launch Loan Breach 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.

   1.4 *Commencement of Interest Due After Failure to Timely Repay this Note*. If Maker fails to pay back the Note amount in full to Holder within 15 days of the occurrence of a Launch Loan Breach, the remaining principal amount of this Note will accrue interest in the amount of 1.5% per month (or the maximum rate per month) until paid in full.

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 commits a Launch Loan Breach;

      2.1.2 If Maker fails to make any Payment, when due, either by the terms hereof or by acceleration or otherwise; and/or

2.1.3 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 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. Usury Limit. Regardless of any provision contained in this Note, Holder shall never be deemed to have contracted for or be entitled to receive, collect or apply as interest on this Note, or otherwise, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and, in the event that Holder ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of this Note, and, if the principal balances of this Note is paid in full, then any remaining excess shall forthwith be paid to Maker.

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 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to Holder's then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of Holder's then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to Holder's then-current principal place of

business. 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. 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: _____

Address for Notices:

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 an office location that is to be determined (the "**Maker**") to pay to Holder the Principal Amount through the attached Promissory Note (the "**Note**"), in the amount of Twenty Thousand Dollars ($20,000), 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 waive 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to Holder's then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of Holder's then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to Holder's then-current principal place of business. 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 UNDERSIGNED WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIMS OF ANY KIND ARISING UNDER OR RELATING TO THIS GUARANTEE. THE UNDERSIGNED 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 their personal capacity)	(in their personal capacity)	(in their personal capacity)
Printed Name: _____	Printed Name: _____	Printed Name: _____
Date: _____	Date: _____	Date: _____

EXHIBIT N

APEX PROGRAM AMENDMENT TO FRANCHISE AGREEMENT

APEX PROGRAM AMENDMENT TO FRANCHISE AGREEMENT

THIS APEX PROGRAM AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") is made effective as of _____, (the "**Effective Date**"), by and between Goosehead Insurance Agency, LLC ("**Franchisor**") and _____ ("**Franchisee**"). Franchisor and Franchisee are collectively referred to herein as the "**Parties**".

RECITALS

(a) The Parties agreed to enter into a franchise agreement dated _____ (the "**Franchise Agreement**"), for the development and operation of a Goosehead Insurance franchised business at the Approved Location.

(b) Franchisee has sold over $750,000 in annual New Business revenue and employs at least five (5) Producers and qualifies for Franchisor's APEX agency program (the "**APEX Program**").

(c) As part of the APEX Program, Franchisor offers an alternative training schedule for Franchisee's employees, which requires amendment to certain terms under the Franchise Agreement, as set forth in this Amendment.

NOW THEREFORE, the Parties hereby agree to amend the Franchise Agreement as follows:

1. **APEX Program Alternative Training.** The following new **Section 6.2.3.1** is added:

   6.2.3.1 Notwithstanding Section 6.2.3, if you qualify for our APEX agency program (the "**APEX Program**"), then, at your option, your Producers may attend and complete an alternative training program approved by us in connection with the APEX Program in lieu of our traditional training program. All Producers of the Franchised Business must complete the same training curriculum, and you may not utilize a combination of our traditional training program and the APEX Program training for different Producers at the same time. This Section 6.2.3.1 shall apply only so long as you satisfy our then-current eligibility requirements for participation in the APEX Program.

2. **General Release of Claims.**

   (a) WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE. Franchisee, for itself and for the Franchisee Parties (defined below), acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. With respect to those claims, demands, obligations, liabilities, actions, and causes of actions being released pursuant to this Amendment, Franchisee, for itself and for the Franchisee Parties, acknowledge that they are releasing unknown claims and waive all rights they have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. Franchisee, for itself and for the Franchisee Parties, acknowledges that this release extends to claims which the Franchisee Parties do not know or suspect to exist in favor of the Franchisor Releasees at the time of executing this Amendment, which if known by the Franchisee Parties may have materially affected their decision to enter into this Amendment. It is understood by the Franchisee Parties that the facts in respect of which this Amendment is given may hereafter turn out to be other than or

different from the facts in that connection known or believed to be true. The Franchisee Parties, therefore, expressly assume the risk of the facts turning out to be so different and agrees that this Amendment shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

(b) Franchisee, on behalf of itself and its attorneys, insurers, officers, directors, stockholders, agents, servants, representatives, employees, successors, predecessors, assigns, heirs, executors, administrators, estates, parents, affiliates and subsidiaries, whether named herein or not (collectively, "**Franchisee Parties**"), hereby knowingly, voluntarily, fully, finally, and completely SETTLES, RELEASES, AND FOREVER DISCHARGES, to the maximum extent permitted by law, the Franchisor Releasees (as defined below) from all claims, disputes, grievances, demands, causes of action, liabilities, injuries, and damages, of whatever kind, character, or nature, known or unknown, arising from, relating to, or connected with acts or omissions occurring at any time prior to and including the date Franchisee executes this Amendment. This general release includes without limitation all claims or damages that in any way arise from, relate to, or are in any way connected with Franchisee's employment with and/or separation from Franchisor or its affiliates, regardless of whether or not same (1) are presently known or unknown, (2) have been specifically referenced, claimed, asserted, or made by either Party, or (3) are statutory, contractual, or common law in nature or basis. As used in this Amendment, "**Franchisor Releasees**" means Franchisor, as well as its employees, attorneys, partners, agents, assigns, representatives, designees, insurers, plan administrators, parent companies, subsidiaries, affiliates, alleged joint employers, and other related persons or entities, including their predecessors, successors, and equity and asset purchasers, together with their respective officers, directors, members, managers, shareholders, partners (general and limited), agents, owners, legal representatives, servants, and employees (current and former), and the assigns, heirs, privies, predecessors, successors, and insurers of each of the foregoing persons and entities in their individual, corporate, and official capacities.

(c) Without limiting the comprehensiveness of the above paragraph, Franchisee knowingly, voluntarily, fully, finally, and completely WAIVES, RELEASES, AND FOREVER DISCHARGES, to the maximum extent permitted by law, the Franchisor Releasees from all claims, actions, causes of action, or demands existing as of the date of this Amendment, including without limitation any and all claims for injunctive relief; attorneys' fees; expenses; costs; actual, compensatory, exemplary, or punitive damages; physical injuries; personal injuries; emotional injuries; mental anguish; physical pain and suffering; wrongful discharge; violations of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Texas Labor Code, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Reemployment Rights Act, and any other civil rights statute; harassment and/or discrimination because of sex, pregnancy, race, color, national origin, religion, age, disability, sexual orientation, veteran's status, the filing of a workers' compensation claim, or other protected classification; retaliation; incapacity; failure to pay proper wage, minimum wage, and/or overtime wages; unpaid wages; loss of wages; loss of earning capacity; loss of job security; humiliation; physical impairment and/or disfigurement; loss of consortium; harm to reputation; libel, slander, or defamation; medical expenses; personal property damage, loss, or diminution in value; negligence; gross negligence; strict liability; malice; invasion of privacy; intentional infliction of emotional distress; negligent

infliction of emotional distress; loss or diminution of career advancement; loss of dignity; any and all claims arising under any other federal, state, or local statute, law, ordinance, rule, regulation, or order prohibiting employment discrimination or retaliation; any claim under tort, wrongful discharge, breach of contract, or breach of agreement; and any other theory, claim, or cause of action whatsoever, whether known or unknown.

(d) By signing this Amendment, it is Franchisee's intent to waive and release all claims and potential claims against the Franchisor Releasees that can be waived and released under law. Franchisee also specifically waives any right to become, and promises not to become, a member of any class in any proceeding or case in which a claim or claims against the Franchisor Releasees may arise, in whole or in part, from any event that occurred prior to Franchisee's execution of this Amendment, subject to the "No Interference with Rights" section below. If Franchisee is not permitted to waive inclusion in a future class, then Franchisee agrees to waive any recovery for which Franchisee would be eligible as a member of such class, subject to the "No Interference with Rights" section below. This release does not release rights to benefits that Franchisee may have under the laws governing COBRA, unemployment benefits, disability insurance, and workers' compensation benefits, and nothing in this Amendment prohibits Franchisee from asserting rights to any vested benefits to which Franchisee may be entitled pursuant to the terms of applicable plans or law.

3. **Non-Disparagement.** Franchisee agrees that in exchange for the consideration provided under this Amendment, Franchisee will not directly or indirectly, disparage, make, or publish any derogatory, slanderous, or libelous comments about Franchisor in any matter likely to be harmful to its business, business reputation, or the personal reputations of Franchisor's officers, managers, consultants, employees, past or present partners, directors, shareholders, affiliates, and/or their successors. Furthermore, Franchisee agrees that it will not solicit from any third party, any comments, statements, or like that may be considered negative or derogatory or detrimental to the good name and business reputation of Franchisor, including but not limited to Franchisor's business, officers, managers, consultants, employees, past or present partners, directors, shareholders, affiliates, and/or their successors.

4. **No Interference with Rights.** Nothing in this Amendment shall be construed to (1) limit Franchisee's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor (including the Occupational Safety and Health Administration), the Securities and Exchange Commission, or any other federal, state, or local government or regulatory agency ("**Government Agencies**"); (2) apply to any sexual assault or sexual harassment dispute, as defined by the Speak Out Act, arising after Franchisee's execution of this Amendment; or (3) limit Franchisee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Franchisor. This Amendment does not limit Franchisee's right to receive an award for information provided to a Government Agency.

5. **Miscellaneous**.

(a) This Amendment constitutes the sole agreement of the Parties with respect to the subject matter hereof. No amendment of this Amendment, 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.

(b) If any provision in this Amendment is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect under applicable law, the Parties agree (i) such provision shall be enforced to the maximum extent permissible under applicable law, and (ii) any invalidity, illegality, or unenforceability of such

provision shall not affect any other provision of this Amendment and this Amendment shall otherwise remain in full force and effect.

(c) Notwithstanding anything to the contrary (including, without limitation, in the Franchise Agreement), to the fullest extent permitted under applicable law, if there is any conflict or contradiction between any provisions in this Amendment and any provisions of the Franchise Agreement, the provisions in the Amendment shall govern and control.

(d) Capitalized terms which are not defined in this Amendment shall have the same definitions as provided in the Franchise Agreement.

(e) This Amendment (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.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

Goosehead Insurance Agency, LLC
Franchisor

By: _____

Name: John O'Connor

Title: General Counsel

_____
Franchisee

By: _____

Name: _____

Title: Agency Owner

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Disclosure Document be registered or filed with the states, 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 Disclosure Document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

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 franchise seller is: Mark Miller (President and Chief Executive Officer), located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262; telephone: (214) 838-5500. Any additional individual franchise sellers involved in offering franchises are:_____.

Issuance date: March 16, 2026.

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

I have received a Franchise Disclosure Document dated March 1, 2026, 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
B	Release
C	List Of State Administrators
D	Agents For Service Of Process
E-1	List Of Current Franchisees
E-2	List Of Former Franchisees
F-1	Financial Statements
F-2	Guarantee of Performance
G-1	Table Of Contents Of Brand Standards Manual
G-2	Mutual Non-Disclosure Agreement
H	State Addenda And Amendments
I	Franchise Compliance Questionnaire
J	Corporate Agent Launch Amendment to Franchise Agreement
K	MBA Graduate Incentive Amendment to Franchise Agreement
L	Branch Location Amendment to Franchise Agreement
M	MBA Launch Fund Promissory Note and Guarantee
N	APEX Program Amendment to Franchise Agreement

_____ _____

Date Received Prospective Franchisee

_____

Name (Please print)

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.

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L	Branch Location Amendment to Franchise Agreement
M	MBA Launch Fund Promissory Note and Guarantee
N	APEX Program Amendment to Franchise Agreement

_____
Date Received

_____
Prospective Franchisee

_____
Name (Please print)

***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*