FRANCHISE DISCLOSURE DOCUMENT

We Insure, LLC
a Florida limited liability company
1430 Prudential Drive
Jacksonville, Florida 32207
Telephone: 855-483-3901
www.weinsuregroup.com

The franchise offered is to own and operate a Property and Casualty, and General Lines insurance agency that offers, sells and services insurance policies through a variety of insurance carriers to the general public.

The total investment necessary to begin operation of a We Insure® Agency ranges from $44,445 to $124,445. This includes $26,188.57 and $51,988.57 that must be paid to the Franchisor or its affiliates before opening. We also offer an opportunity to existing and qualified insurance agencies to convert to a We Insure® Agency.

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

You may wish to receive your franchise disclosure document in another delivery format than by E-Signature that is more convenient to you. To discuss the availability of disclosures in different delivery options, contact us at franchising@weinsuregroup.com and or you may contact our franchise department at 855-483-3901.

The terms of your contract will govern your franchise relationship. Do not rely on this franchise disclosure document alone to understand your contract. Read all of your contract carefully. You are encouraged to review the franchise agreement and this franchise disclosure document with professional advisors, including, without limitation, your attorney and accountant.

Buying a franchise is a complex investment. The information in this franchise 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 franchise 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, DC 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.

Issuance Date: April 29, 2022, as amended August 1, 2022

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.
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 A 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 We Insure 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 We Insure franchisee?	Item 20 or Exhibit G lists 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 H.

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:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Florida. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

3. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.

WE INSURE, LLC FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES 1
ITEM 2 BUSINESS EXPERIENCE 4
ITEM 3 LITIGATION..... 6
ITEM 4 BANKRUPTCY..... 7
ITEM 5 INITIAL FRANCHISE FEES 7
ITEM 6 OTHER FEES……. 10
ITEM 7 YOUR ESTIMATED INITIAL INVESTMENT 27
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 32
ITEM 9 FRANCHISEE'S OBLIGATIONS..... 36
ITEM 10 FINANCING..... 37
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.. 38
ITEM 12 TERRITORY 51
ITEM 13 TRADEMARKS 54
ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION 61
ITEM 15 OBLIGATIONS TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 63
ITEM 16 RESTRICTIONS ON WHAT FRANCHISEE MAY SELL 64
ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION..... 65
ITEM 18 PUBLIC FIGURES 69
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS..... 69
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION 70
ITEM 21 FINANCIAL STATEMENTS 75
ITEM 22 CONTRACTS 75
ITEM 23 RECEIPTS..... 76

EXHIBIT A	**FINANCIAL STATEMENTS**
EXHIBIT B	**FRANCHISE COMPLIANCE CERTIFICATION**
EXHIBIT C	**FRANCHISE AGREEMENT**
EXHIBIT D	**FORM OF PROMISSORY NOTE AND GUARANTY**
EXHIBIT E	**PURCHASE AND SALE AGREEMENT**
EXHIBIT F	**OPERATIONS MANUAL TABLE OF CONTENTS**
EXHIBIT G	**LIST OF CURRENT AND FORMER FRANCHISEES**
EXHIBIT H	**LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**
EXHIBIT I	**STATE ADDENDA AND AMENDMENTS**
EXHIBIT J	**GENERAL RELEASE LANGUAGE**
EXHIBIT K	**STATE EFFECTIVE DATES & RECIEPT PAGES**

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

To simplify the language in this franchise disclosure document ("Franchise Disclosure Document"), "we," "us," and "our" means the franchisor, We Insure, LLC "You" means the person or entity to whom we grant a franchise. We offer the franchises under the form of franchise agreement attached to this Franchise Disclosure Document (the "Franchise Agreement"). If you are a corporation, partnership, limited liability company, or other legal entity, certain provisions of this Franchise Disclosure Document and the Franchise Agreement will apply to your owners, who must sign our Guaranty of Performance, which means that they will be bound by all provisions of the Franchise Agreement.

FRANCHISOR

We were originally formed as a Florida corporation on May 11, 2009, but in connection with a transaction that is described below, we converted to a Florida limited liability company on October 7, 2021. We previously sold franchises under the name of We Insure Florida Inc. from 2009 until December 19, 2014. We restructured our entities and created a new subsidiary of We Insure Franchise Services, Inc., formed on December 19, 2014, for the purposes of selling franchises until August 17, 2017. On August 18, 2017 a corporate merger was completed which resulted in the consolidation of our subsidiaries We Insure Florida Inc., and We Insure Franchise Services, Inc. into We Insure, Inc. Currently, we do business under the name of We Insure, LLC, We Insure and We Insure Agency. We have operated the business offered under the Franchise Agreement since our formation in May of 2009 and have offered franchises since its merger with We Insure Franchises Services, Inc. in August 2017. Our principal business address is 1430 Prudential Drive, Jacksonville, Florida 32207.

We do not offer any other type of franchise opportunities under any other name.

We are owned by PEAK6 Insurtech Holdings LLC ("PEAK6"), a Delaware limited liability company organized in June 2008. On October 8, 2021, PEAK6 and our former parent company, We Insure Group, Inc., entered into a purchase agreement pursuant to which we converted into a Florida limited liability company and PEAK6 acquired all of our membership interests. The transaction closed on October 22, 2021. PEAK6 and its affiliated subsidiaries have offered federal flood insurance and other property and casualty coverages under the name Capacity Insurance Company since August 2018. PEAK6's principal business address is 141 W Jackson Blvd. Suite 500, Chicago, IL 60604. Except as described above, PEAK6 does not operate businesses of the type being franchised under this Disclosure Document and has not offered franchises for insurance agencies or franchises for any other line of business.

Our franchisees are required to have a corporation, limited liability company, partnership, or sole proprietorship. In addition, you must operate your franchised business under a

duly registered "We Insure d/b/a" name that has been approved by us in advance of registration and that complies with all applicable state and local rules and regulations including those mandated by the Secretary of State and/or the Department of Insurance Our agent for service of process is CT Corporation System at 1200 South Pine Island Road, Plantation, Florida 33324. We may have agents for service of process in other states as we deem appropriate. In Maryland, our registered agent authorized to receive process is the Maryland Securities Commissioner, 200 St. Paul Place, Baltimore, Maryland 21202-2020.

We operate one (1) We Insure® *corporate owned store* agency located in Jacksonville, Florida, of the type being franchised. It is a sales center that offers and sells Insurance Products (defined below) on our behalf. Other than this sales center, neither we, nor our affiliates, currently operate a We Insure® agency or similar business, but we may do so at any time.

We provide to you back end administrative and support services that promote our Agencies to focus on sales generating tasks. The franchised business operates using certain processes, technology, trade secrets, carrier contracts, client lists, trademarks, emblems, and other intellectual property. The franchisor offers a variety of services including but not limited to how to conduct Agency operations, pre and post on-going training, digital presence, marketing efforts, including, without limitation, digital, print, drip mail campaigns, promotion or other methods, trained and licensed customer service assistance, including, without limitation, itemized and consolidated monthly accounting statements, including, without limitation, accounting reconciliations for your Agencies insurance policies sold and paid by our designated carriers. Commissions are reconciled on a per policy level. In addition, we maintain carrier agreements to ensure our engagement with the carriers stay present and focused on our franchisee's, including any additional opportunities with those carriers for further incentives for which the franchised agencies may be subject to. We do not have other business activities and have not offered franchises in any other line of insurance business at this time. We have the right to remove, modify or change any of our systems, processes, technology, trademarks, emblems, management control, promotional material, franchisee office standards, products and supplies from time to time or as we deem appropriate.

The We Insure® Business

We have the right to establish and offer franchises for the purpose of selling and servicing insurance policies (the "Insurance Products") to the general public according to our procedures and using our software, franchise system, and Marks (defined below). We call these insurance agencies "We Insure® Agencies" and we call the We Insure® Agency that you operate under your Franchise Agreement your "Agency." We Insure® Agencies sell automobile, business, life, and homeowners' insurance policies and operate under the mandatory and suggested specifications, standards, operating procedures, and rules that we periodically specify for developing and/or operating a We Insure® Agency (the "System Standards") from insurance carriers with whom we have signed agreements to offer and

sell Insurance Products (the "Designated Carriers"). In certain circumstances, We Insure® Agencies may also sell commercial insurance products. In addition to our company-owned locations, we have opened 100+ franchised We Insure locations owned by our franchisees.

Before opening your Agency, we require that you appoint a manager of your Agency (the "Designated Manager"), whose responsibilities shall include, but not be limited to, maintaining the daily standards of Agency Operations as defined herein and in our confidential operating manual (the "Manual").

The Designated Manager must at all times maintain the insurance licensing to sell and service insurance policies as required by the state in which the Agency operates, as well as any other licensing requirements to solicit or sell insurance policies in another state for which you do not have a franchised location. Any personnel hired within your Agency for whom will sell or service insurance policies must have and maintain the appropriate insurance licenses per state requirements and will be required to complete a thorough background check by us and complete the required franchisor documents prior to being approved to work for your Agency. Some states may require multiple licenses to sell different types of insurance. We require a copy of licenses for all persons soliciting or selling insurance policies be on file and active at all times.

The primary goal for all our franchised agencies is to present a "turn-key" insurance solution to own and operate an insurance agency.

Our System Standards and fees are contained in the Manual.

We Insure® Agencies use certain trademarks, services marks, and other commercial symbols that we periodically specify, as we periodically modify them (the "Marks").

MARKET AND COMPETITION

You will offer insurance policies to the general public throughout the year. The insurance market is competitive and well-developed. The ability of each We Insure® Agency to compete depends on its location, service, signage, changing local market and economic conditions, your business acumen, and your compliance with our System Standards. You may face competition from insurance agencies we or our affiliates operate and from other We Insure® franchisees. You will compete with other national, regional or local franchised and non-franchised insurance agencies that offer the same types of products or services that you do; including independent agencies, other franchise and related chains and agencies affiliated with well know insurers and their brands, as well as direct and agency sales through the internet.

INDUSTRY-SPECIFIC LAWS

The insurance industry is heavily regulated. You must comply with all federal, state, and

local laws and regulations applicable to the operation of an insurance agency, including licensing and continuing education requirements to maintain your license to sell insurance.

ITEM 2
BUSINESS EXPERIENCE

All positions listed below are in Jacksonville, Florida unless otherwise indicated.

Co-Chief Executive Officer: Deb Franklin

Ms. Franklin has been the Co-Chief Executive Officer of We Insure and PEAK6 InsurTech since October of 2021. Prior to that she was a Managing Director for PEAK6 from November 2020 through September 2021. Previously Ms. Franklin was the Senior Vice President of NatGen Premier Sales/Strategy from February 2017 through October 2020.

Co-Chief Executive Officer: Andrew McGuire

Mr. McGuire has been the Co-Chief Executive Officer of We Insure and PEAK6 InsurTech since October of 2021. Prior to that he was a Managing Director for PEAK6 from November 2020 through September 2021. Previously Mr. McGuire was the Executive Vice President of NatGen Premier from February 2012 through October 2020.

General Manager: Jim Bone

Mr. Bone has been the General manager of We Insure Group since February 2022. Prior to this he was the Vice President of Sales for National Flood Services from August of 2021 through January of 2022. Mr. Bone served as the Vice President of Sales/North East Region for NatGen Premier from January 2019 through August of 2021. Previously he was the Vice President of Enterprise Services for Recall Masters, Inc. from January 2017 through January 2019.

Senior Vice President of Finance: Sean Morris

Mr. Morris has served as the Senior Vice President of Finance since November of 2021. Prior to this he served as the Managing Director of Operations for National Flood Services from June of 2021 through October of 2021. Previously he was the Director of Finance from September 2018 through May 2021 for PEAK6. Prior to this he was a controller for PEAK6 from November 2015 to August of 2018.

General Counsel: Brian Murphy

Mr. Murphy has served as the General Counsel since March of 2022. Prior to joining the company Mr. Murphy served as Chief Legal Officer at Alliance Holdings, Inc. from October of 2008 through October 2021.

Chief Administrative Officer: Joe Kurtz

Mr. Kurtz has served as Chief Administrative Officer since January of 2022. Prior to this he was a Vice President of Technology for PEAK6 from November 2020 through December 2021. From December 2016 through November 2020, Mr. Kurtz was the Vice President of Operations for NatGen Premier.

Executive Vice President Customer Experience: Gretchen Hopkins

Ms. Hopkins has served as Executive Vice President of Service since April 2022. Prior to this she was the Vice President of Sales, Marketing, Customer Service and Total Quality Management at Universal North America.

Vice President of Service Operations: Shelly Reiten

Mrs. Reiten has served as Vice President of Service since October 2019. Prior to this she served as our Director of Service Operations since October of 2018. Prior to joining us, from 2004 to 2018, she was a manager with the Berkshire Hathaway Group of Insurance Companies (National Indemnity Company and GEICO Marine Insurance).

Director of Training: Heather Huffman

Ms. Huffman has served as the Director of Training since January 2022. From March 2021 until December 2021, she served as the Director of Agent Training for National Flood Services. Prior to this she worked for Torrent Technologies as an Assistant Vice President of Learning and Development from February 2020 to March 2021, a Learning & Development Specialist from July 2018 to February 2020 and previously a Senior Underwriter.

Chief Franchise Officer: Chris Pflueger

Mr. Pflueger serves as our Chief Franchise Officer since September 1, 2019. Prior to joining us in September 2019, he served as the President of Franchise SOLD, LLC. Mr. Pflueger had served in various capacities for RE/MAX, LLC in Denver, Colorado from 2007-2018, and its company owned regions including Vice President, Business Development RE/MAX, LLC, Vice President of Business Development Motto Mortgage, LLC, Vice President of Recruiting and Retention RE/MAX, LLC, Director of RE/MAX of Texas, Florida, and Central Atlantic Region.

Vice President of Marketing: Katie Curvel

Mrs. Curvel has served as our Vice President of Marketing since June of 2019. June 2017 until June of 2019, she served as Director of Marketing. Mrs. Curvel also currently serves as the Vice President of Marketing for our parent company, PEAK6.

ITEM 3
LITIGATION

PENDING ACTIONS

Etalon Insurance, LLC, a Florida limited liability company v. We Insure, Inc., a Florida corporation, No.: 19-SC-4180, (4th Judicial Circuit, in Duval County, Florida filed March 21, 2019). A former Franchisee has filed suit against our predecessor We Insure, Inc. in small claims court (under $5,000). The former franchisee has alleged that our predecessor We Insure, Inc. owes the Franchisee unpaid post-terms extended earnings in an amount that does not exceed $5,000.00. Our predecessor We Insure, Inc. disputes that the former Franchisee is due any further post-term extended earnings. Our predecessor We Insure, Inc. has filed a counter-claimed against the Franchisee alleging that the Franchisee solicited customers to move their insurance policies after termination of the Franchise in breach of the Franchise Agreement. A trial of the case has not been scheduled.

COMPLETED ACTIONS

The Salameh Group, LLC v. We Insure, Inc., a Florida Corporation, Case No., 2019-CA-5198 (Duval County, Circuit Court). On July 22, 2019, a former franchisee filed suit against our predecessor We Insure, Inc. asserting claims for: breach of franchise agreement, violations of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") and fraud. The complaint sought unspecified damages, costs and attorneys' fees against our predecessor We Insure, Inc. On or about August 9, 2019, our predecessor We Insure, Inc. filed an answer, affirmative defenses and counterclaim against the former franchisee. The Counterclaim asserted a claim for breach of oral contract and sought unspecified damages. On March 11, 2020, the former franchisee and our predecessor We Insure, Inc. entered into a settlement agreement pursuant to which liability on all claims was denied and our predecessor, We Insure, Inc., agreed to pay $254,500.08 in connection with the former franchisee's contractual claim. In connection with the settlement, the former franchisee agreed to dismiss all claims against our predecessor We Insure, Inc., including the breach of contract, fraud and FDUPTA claims. On May 7, 2020, the Court entered an order dismissing the action and all claims with prejudice.

Red Zone Insurance Group, a Florida Corporation v. We Insure Florida, Inc., a Florida Corporation, Case No., 2017-006168-CA-01 (Miami-Dade County, Circuit Court). On March 14, 2017, a former franchisee filed suit against our predecessor We Insure, Inc. asserting claims for: breach of franchise agreement, permanent injunctive relief, violation of the Florida Deceptive and Unfair Trade Practices Act, declaratory judgment, fraud in violation of Fla. Stat. Section 817.416, conversion, unjust enrichment and equitable

accounting. The complaint sought unspecified damages, statutory damages, costs and attorneys' fees against our predecessor We Insure, Inc. On or about April 7, 2017, prior to filing a responsive pleading, the former franchisee and our predecessor We Insure, Inc. entered into a settlement agreement pursuant to which our predecessor transferred certain accounts and phone numbers to the former franchisee and agreed to pay certain, to be determined commission amounts on various accounts on a going forward basis until August 15, 2017. On April 11, 2017, the Court entered an order dismissing the action and all claims with prejudice.

Other than these actions, no litigation is required to be disclosed in this Item 3.

ITEM 4
BANKRUPTCY

On April 12, 2012, Deborah Ann Stone filed for protection under Chapter 13 of the United States Bankruptcy Code, Case No. 8:12-bk-06838-CPM, United States Bankruptcy Court, Middle District of Florida. The case was subsequently processed through the court and fully resolved. On May 17, 2017, the court issued its Final Decree, Discharging the Debtor after completion of the Chapter 13 Plan. The matter has been closed since that time. In October 2021 , Deborah Ann Stone (nka Deborah Franklin McGuire) was appointed co-CEO of PEAK6 Insurtech, LLC. On October 8, 2021, PEAK6 entered into a purchase agreement pursuant to which it acquired ownership of We Insure, LLC.

ITEM 5
INITIAL FRANCHISE FEES

You will pay an initial franchise fee (the "Initial Franchise Fee").

Franchise Programs

We offer two agency type options for our franchise program.

If you are granted a "Select" agency, you must pay us an initial franchise fee of $25,000 upon signing the Franchise Agreement. If you are granted a "Premier" agency, you must pay us an initial franchise fee of $50,000 upon signing the Franchise Agreement.

Depending on which agency type is awarded to a franchisee, the ongoing fees they pay to the Franchisor (Franchisor's "Retained Commission") will vary, as will the commissions that they earn themselves ("Franchisee Commissions"). Franchisees operating a "Select" agency will earn a Franchisee Commission of 50% to 80% commission (with Franchisor's Retained Commissions ranging from 20% to 50%) and Franchisees operating a "Premier" agency will earn a Franchisee Commission of 65% to 70% commission (with Franchisor retaining from 30% to 35%).

Agency Type	Initial Franchise Fee	New		Renewal	
		Franchisee Commission	Franchisor's Retained Commission	Franchisee Commission	Franchisor's Retained Commission
Select	$25,000	80%	20%	50%	50%
Premier	$50,000	70%	30%	65%	35%

Initial Training is included in the franchise fee for up to the first 2 people. For each additional person that attends training, the cost is $50 per person. If travel is necessary for any part of your initial training, you will be responsible for all travel and wage related expenses.

From time to time and at our discretion we may offer promotional opportunities associated with our Initial Franchise Fee, including, but not limited to, discounting the Initial Franchise Fee by a percentage or dollar amount as we determine in our sole discretion. During our fiscal year ending 2021, we collected initial franchise fees ranging from $0 to $50,000.

Agency Management System Activation Fee.

Prior to opening your Agency, and prior to us setting you up on our Agency Management System, you must pay us an Activation Fee for each licensed user in your Agency. The Activation Fee is $200 per person and we anticipate that you will want to "activate" one to two users, so this fee will range between $200 and $400.

Carrier Appointment Fee.

Prior to opening your Agency, you must determine which carriers' products you wish to sell at your Agency and you must obtain "appointments" by those carriers. In some cases, carriers will charge us an "appointment fee" which we will pay on your behalf and you must reimburse us for. Appointment fees are set by the carriers and vary by carrier and by location. Appointment fees are subject to change at any time at the discretion of the carriers; however, we estimate that your initial Carrier Appointment Fees will be between $0 and $600 (which includes appointment fees for approximately six carriers). Carrier Appointment Fees are most often levied on the agency, although in certain cases, they may be levied by the producer. You will also be responsible for any new or renewal carrier appointment fees incurred during the term of the agreement.

Other Pre-Opening Fees Paid to Us.

In addition to the Initial Franchise Fee, Agency Management System Activation Fee, and

Carrier Appointment Fees referenced above, you must also pay us the following fees prior to opening your Agency:

- E&O and Cyber Insurance: You must pay us $130 to procure E&O and Cyber insurance for your Agency. This amount covers your first month premium payment and is due to us upon signing the Franchise Agreement. You will be responsible for continuing premium payments as further set forth in Item 6.
- Branding Package: You must pay us $815 for a pre-opening branding package. This amount is due to us upon signing the Franchise Agreement.

Veteran Discounts.

We offer a ten percent (10%) discount off our Initial Franchise Fee for veterans.

Refunds

All fees referenced in this Item 5 are not refundable under any circumstances.

ITEM 6
OTHER FEES

<table>
<tr><th>Type of Fee
See Note 1</th><th>Amount</th><th>Due Date</th><th>Remarks</th></tr>
<tr><td>Franchisor’s Retained Commissions</td><td>20% - 50%; Varies based on Agency Type and whether sale was new or renewal.

Subject to a Minimum Monthly Retained Commission as follows:

Minimum Monthly Retained Commission Schedule:

<table><tr><td>During Months Following Opening*</td><td>Monthly Minimum Royalty Fee (per month)</td></tr><tr><td>6-18</td><td>$600</td></tr><tr><td>19 and beyond</td><td>$1,000</td></tr></table></td><td>Monthly.</td><td>Franchisor is entitled to Retained Commissions equal to between 20% and 50% of the commissions paid by insurance carriers in connection with policies sold by Franchisee’s Agency. If insurance companies pay Franchisor commissions earned by Franchisee directly, Franchisor will deduct its Retained Commission and then remit payment of Franchisee Commission to Franchisee. The amount of Franchisor’s Retained Commissions will vary as set forth in Note 2 below.

If the amounts retained by Franchisor do not exceed the Monthly Minimum Retained Commission as set forth in the schedule to the left, you must</td></tr>
</table>

Type of Fee See Note 1	Amount	Due Date	Remarks
			pay us the difference immediately. * Your obligation to begin paying minimum monthly retained commission begins as of "Opening", which, for purposes of Monthly Minimum Retained Commission, (a) the date on which Franchisee's lease of the Site requires Franchisee to commence its business, (b) the date six months following the Effective Date of this Agreement, or (c) the day Your Agency sells its first policy. See Notes 1 and 2.
Monthly Technology Fee	Then-current fee; currently, $350 for the first user and $275 for each additional user.	Monthly	See Note 3.
Optional Administrative Access Fee	Then-current fee; currently, $50 for 1 user Email/Phone $25 for Email only	Monthly Monthly	See Note 4

Type of Fee See Note 1	Amount	Due Date	Remarks
Carrier Motor Vehicle Reports and C.L.U.E	Cost varies by carrier, As incurred or as part of the overall network activity, plus an administrative fee.	As incurred or Monthly	See Note 5.
Franchisee's E&O and Cyber Policy premium assessment	Then-current fee; currently, $130 per month.	Monthly	See Note 6.
Submit It and Forget It ("SIFI")	Then-current fee; currently, (i)$100 per month commencing on the date Franchisee begins Initial Training if the total amount of premium payments received by Franchisee during the previous calendar year is less than $1,250,000; or (ii) 1% of monthly Franchisee Commission if the total amount of premium payments received by Franchisee during the previous calendar year is equal to or greater than $1,250,000. Reviewed and reassessed by Franchisor each January.	Monthly	Front-end policy processing, data entry, document retrieval, and submission of underwriting documents to the insurance carrier. See Note 7.
Agency Management System Activation Fee	Then-current fee; currently, $200 per user hired and onboarded. This is a one-time charge for each user hired and onboarded.	As incurred	Payable when a user is added.
Audit Fee	Underreported or unpaid amounts owed to us plus then-current fee (currently, 3%)	As incurred	Payable if an audit of your books reveals any unpaid amounts due to us.

Type of Fee See Note 1	Amount	Due Date	Remarks
Administrative Assistance Fee	Then-current fee; currently, $75 per hour.	As incurred	If you request, and we (in our sole discretion) agree to provide, certain administrative functions that would otherwise be your responsibility under the franchise agreement (e.g., filing business entity applications with state agencies or filing/processing other documents, acquiring a 3rd party book of business; gathering documents for legal requests; AIC change or reactivation), you will pay us an Administrative Assistance Fee. This fee will be deducted from Sales Commission to be paid to you. See Note 12.
Brand Fund Fee	3% of Franchisee Commissions	Monthly	See Item 8 and 11. Please note that Brand Fund fees payable to the Franchisor are different from the local advertising expenditures you may incur on your own; currently, we *recommend* spending a minimum of 3% of

Type of Fee See Note 1	Amount	Due Date	Remarks
			Franchisee Commissions on local advertising efforts; however, we reserve the right in the future to *require* you to spend up to 3% on local advertising. Local advertising must comply with all Franchisor specifications; local advertising costs will be incurred by franchisee directly (not paid to franchisor). For purposes of calculating your brand fund contribution amount, Franchisee Commissions shall mean the total commissions received by Franchisor that are attributable to Franchisee's Agency after Franchisor deducts its Retained Commission, but prior to Franchisor deducting any other fees or amounts owed to it by Franchisee (including, but not limited to, monthly technology fees, E&O/cyber fees, training fees, carrier

Type of Fee See Note 1	Amount	Due Date	Remarks
			appointment fee, etc.).
Insurance	Our costs to purchase insurance on your behalf if you fail to purchase required insurance, plus administrative charge (currently 18%).	When incurred	Only applies if you fail to obtain required insurance. See Note 8.
Supplier/Product Evaluation	Our testing costs actually incurred.	When incurred	If we incur any costs in connection with your request for us to evaluate an unapproved supplier or product that you wish to purchase from or utilize/sell, you must pay us this fee. The fee is payable regardless of whether we approve/disapprove the proposed supplier or product.
Indemnification	Amount of losses and expenses we incur	When incurred	Only applies to losses or expenses we incur for claims made arising from your activities and operations. See Note 8.

Type of Fee See Note 1	Amount	Due Date	Remarks
Attorneys' Fees Reimbursement	Our costs	When incurred	Only applies if we incur attorneys' fees and/or costs associated with (1) enforcement of any provision of the Franchise Agreement, or (2) collection of any amounts due from you.
Additional Training Fee	Then current rate, currently $150 per day per employee.	When incurred	During the term of the agreement, you must pay us this fee if (a) you request additional training, and we agree to provide it in our sole discretion and/or (b) if we determine, in our sole discretion, that you or your employees require additional training during the term of the agreement. You will also be responsible for any travel or wage expenses incurred during such additional training. See Item 11.
Insurance License Reinstatement Fee	Then-current fee; currently, $1,000 plus the costs actually incurred by us to reinstate you with our carriers and systems.	When incurred	We will charge you this fee only if you lose your license to sell insurance in your State. Depending on the circumstances, you may also incur the Insurance License

Type of Fee See Note 1	Amount	Due Date	Remarks
			Non-Compliance Fee set forth below, as well as certain direct charges from our carriers. See Note 10.
Insurance License Non- Compliance Fee	Then-current fee; currently, $500, plus the costs actually incurred by us to have your license unsuspended.	When incurred	We will charge you this fee only if your license to sell insurance in your State is out of compliance, but not suspended. If your license ends up being suspended, you may also incur the Insurance License Reinstatement Fee set forth above, as well as certain direct charges from our carriers. See Note 10.
Reimbursement for Costs We Incur on Your Behalf	Varies according to item	As incurred	We may deduct from your Commissions any costs we incur (including but not limited to our reasonable labor and administrative costs) as a result of your failure to comply with System Standards. In addition, we may, but are not obligated to, elect to make payments to your vendors to rectify any

Type of Fee See Note 1	Amount	Due Date	Remarks
			payments that you failed to timely make; if we do this, you must reimburse us promptly. .
Carrier Appointment Fee	Actual cost; varies by carrier.	As incurred	Some carriers impose appointment fees. If you elect to be appointed by a carrier that charges an appointment fee, we will pay it on your behalf and you must reimburse us. Appointment Fees may also apply upon renewal. Fee frequency and amount vary by carrier.
Uncollected Client Premiums & Fee	Then-current fee; currently, $100 per policy in addition to premium owed	As incurred	Payable when a customer does not pay the carrier for premiums owed and the carrier holds us responsible for any

Type of Fee See Note 1	Amount	Due Date	Remarks
			premiums or fees. In addition to the $100 fee, the premium amount due to the carrier will be passed through to the agent who bound the policy through monthly commission deductions.
NSF Fee	Then-current fee; currently, ranges between $25 - $35, subject to increase by our banking institution	As incurred	In the event that we attempt to withdraw amounts owed to us from your bank account, and the bank notifies us that there are insufficient funds in your account from which to draw upon, we reserve the right to charge you a NSF Fee to reimburse us for any fess we incur in connection with your NSF. In addition, if a payment received by one of your customers incurs a NSF Fee, we will pass that amount along to you as well.

Type of Fee See Note 1	Amount	Due Date	Remarks
Agency Relocation Fee	Then current fee; currently, $300	When incurred	We must approve all relocations prior to the franchisee committing to a lease/agreement Fee is commission deducted. You must give us 30- days written notice if you want to relocate. See Note 13.
Agency Ownership Transfer Fee	Then-current fees; Currently: 1. $300 for a transfer to another We Insure franchisee. 2. Our then-current Initial Franchise Fee for a transfer to a third-party not currently operating a We Insure Franchise. 3.If there is a change in ownership or voting interest, the fee is $300 per owner added.	At time of transfer	See Note 11. See Section 14 of the Franchise Agreement.
Change in Designated Manager	Then-current fee; currently, $1,000 plus any applicable carrier appointment fees	When incurred	Payable only upon change of the Designated Manager. See Note 14.
Carrier/Policy audit fee	Then-current fee; currently, $25 per policy audited	When incurred	Reduced from your commissions. See Note 15.

Type of Fee See Note 1	Amount	Due Date	Remarks
Manual Processing Fee	Then-current fee; currently, a minimum of $5 per policy	When incurred	Reduced from your commissions. See Note 17.
Consultation Fees	Then-current fee and reimbursement of Franchisor's fees.	When Incurred.	Reduced from your commissions. Only applies if Franchisee requests, and Franchisor agrees to provide, consultation in connection with the operation of the Agency.

1. **GENERAL NOTE:** Unless otherwise stated, all fees are imposed by, paid to and collected by us and are non-refundable. Except as otherwise disclosed in this Item, for all franchises offered pursuant to this disclosure document, all fees described in this Item 6 are uniformly imposed, however, in some circumstances under which we deem appropriate, we reserve the right to waive or reduce some or all of these fees for a particular franchisee. As noted above, the majority of fees are subject to change in Franchisor's sole discretion from time to time in the ordinary course of business by Franchisor and Franchisor will post the then-current rates in its Manual; Franchisor's Retained Commissions are not subject to change. We require that all fees payable to us be paid through an electronic funds transfer, including automatic debits from your bank account(s), unless we specify otherwise.

2. Our System is different from a traditional franchise where the franchisor receives royalty payments based upon the franchisee's sales. Under our System, Retained Commissions (as further defined below) are the "royalties" that are paid to us. We have negotiated contractual arrangements with the carriers whose insurance products our agencies sell and they are obligated to pay us certain fees and commissions as a result of the policies sold by our We Insure® Agencies (the "Commission"). With respect to any Commission we receive originating from the sales of a franchised agency, we will deduct a certain percentage as set forth in the chart below that we will retain that amount as our "royalty" ("Retained Commissions"). The Commission remaining after deducting our Retained Commissions will be considered your Franchisee Commission. We will pay you the Franchisee Commission *after* deducting any fees, charges, expenses or other amounts due us or our affiliates or that we impose or collect on behalf of a third party in accordance with the Franchise Agreement.

Franchisees are also subject to minimum monthly retained commission as noted below.

Policy Sale Type				
Agency Type	**New**		**Renewal**	
	Franchisee Commission	Franchisor's Retained Commission	Franchisee Commission	Franchisor's Retained Commission
Select	80%	20%	50%	50%
Premier	70%	30%	65%	35%

Minimum Monthly Retained Commission	
Months Following Opening*	**Amount**
0 to 5	$0
6 to 18	$600
19 and beyond	$1,000

If the amounts retained by Franchisor do not exceed the Monthly Minimum Retained Commission as set forth in the schedule above, you must pay us the difference immediately. For purposes of determining which month in the schedule applies, "Opening" shall mean the earlier of (a) the seventh month following the effective date of your franchise agreement; or (b) the day Your Agency sells its first policy.

As detailed in the table above, the only difference between a Select agency and a Premier agency is the new business and renewal business commission rates. The "Select" option allows the agency to retain more of the upfront new business commission, while the "Premier" option allows the agency to retain a higher percentage of the renewal commission.

We will pay the Franchisee Commission pursuant to the chart above by the tenth (10^{th}) business day of each month. Currently, all payments are processed through an electronic funds transfer system ("EFT"). Franchisee shall execute the Electronic Funds Withdrawal Authorization in the form required by Franchisor from time to time. This authorization shall cover all funds to be transferred to (or withdrawn from) Franchisee's accounts in connection with the Franchise Agreement.

By the tenth (10^{th}) business day of each month, Franchisor shall also provide Franchisee with a statement, in a form to be determined by Franchisor in its sole discretion, containing a detailed calculation of the amounts paid to Franchisee that month. Franchisor reserves the right, in its sole discretion, to change the process by which or dates on which payments are made and statements are delivered.

Franchisor will not pay Franchisee Commission to Franchisee for insurance policies until Franchisee has submitted to Franchisor the required underwriting documents per the insurance carriers' requirements. In addition, Franchisor will not pay to Franchisee, and may set off from, and chargeback against any amounts due Franchisee, any Franchisee

Commissions attributable to Sales Commissions in which any designated carrier discovers fraud and/or Franchisee loses its authorization and privileges to offer such carrier's products from the date of notice of such fraud or change of status. Franchisee will not earn, and will not be paid, Franchisee Commissions from the date Franchisor receives notice from the designated carrier.

3. Collectively, the charges for certain technological services provided by the Franchisor and the charges for expenses incurred on behalf of Franchisee, shall be referred to herein as the "Monthly Technology Fee." The Monthly Technology Fees charged to you may exceed the actual costs we incur for such expenses and include charges for services we provide including administrative expenses, charges for costs we incur on your behalf and the costs that Franchisor incurs. We reserve the right to increase the Monthly Technology Fee during the term of the agreement in our sole discretion. The Monthly Technology Fee is further defined in the Manual. Examples of fees covered by the Monthly Technology Fee include, but are not limited to, recurring software license fees, email, DocuSign, Insurance Rater, telephone system connectivity; An Agency Management System fee for each user, which shall include the cost of licenses and data hosting; technology support which shall include antivirus protection, business hours support, monitoring, and redundancy support. Monthly Technology Fees are based on a per user cost. The initial month's charge of the Monthly Technology Fee must be paid upon execution of the Franchise Agreement.

4. Administrative account access allows a franchisee to hire personnel and provide an email or email and phone access for a fee of either a) $50 for 1 user Email & Phone or b) $25 for 1 user for email only, based on the user's needs. These fees are billed monthly.

5. The actual costs for your motor vehicle and C.L.U.E reports shall be calculated by office, and by sharing across our network with other franchisees, or by your proportionate share of any shared costs for these reports.

6. Franchisor will procure E&O & Cyber insurance on Franchisee's behalf and Franchisor will charge Franchisee a fee for doing so. The fee that Franchisee will pay to Franchisor will be equal to $130/month for E&O & Cyber insurance premiums procured by Franchisor on behalf of the total network (including both franchised and corporate or affiliate owned agencies). Franchisor reserves the right to adjust its fee calculations on an annual basis and increase a Franchisee's fee accordingly. Furthermore, if Franchisor is required to pay a deductible to the E&O or cyber carrier as a result of claims made where the Franchisee is alleged to be negligent and responsible for such claim, Franchisor may require Franchisee to reimburse Franchisor for the full amount of the deductible that Franchisor is required to pay the carrier (regardless of whether Franchisee's actual negligence or responsibility is confirmed).

7. Submit It & Forget It ("SIFI") is a front-end policy processing, data entry, document retrieval and underwriting assistance program that you are required to participate in. If

all premium payments you receive from customer accounts for the previous calendar year total less than $1,250,000, you will be charged a SIFI Fee of $100 per month. If the total premium payments you receive from Insurance Products for the previous calendar year are equal to or greater than $1,250,000, your SIFI Fee will be 1% of the monthly Franchisee Commissions from customer accounts you generate. Your SIFI fee will be recalculated in annually in January of each year of the Franchise Agreement. Calculations are done annually based on a calendar year beginning January through December. Regardless of the foregoing, if you fail to comply with the requirements of the SIFI program for any policy within 24 hours of quoting, writing and binding a policy, a fee of 25% of the Sales Commission payable to you on the Insurance Product for which the 24-hour deadline was violated up to a maximum of $50 per violation will be assessed. If you continue to fail to comply with the requirements of the SIFI program during the 30-day period subsequent to quoting, writing, and binding such policy, we will retain the entire commission on such policy. We will deduct SIFI Fees from your Franchisee Commission. Failure to turn in to us the required underwriting documents within 10 business days or within the Carrier's requirements is a material violation of the Franchise Agreement and may result in termination of your Agreement.

8. You must purchase all applicable insurance either required by us or by State or Federal Law and their regulations based on your business operations, such as but not limited to, Commercial General Liability Insurance, Property Insurance (if you own the building), Workmen's comp, and General Liability/ Business Owners. At any time if we discontinue group policies for E&O or Cyber you will be required to obtain and maintain these policies on your own and using our designated carriers. You will be required annually to provide receipt of full payment to the insurance carrier and a copy of your Declarations page. You also must purchase the following types of insurance if applicable such as Business Automobile Liability Insurance (any vehicles for which you have in your company's name), Workmen's compensation Insurance, (if you have an employee). Any fees for insurance policies that are purchased or provided by us are fully earned. In the event you or we terminate your Franchise Agreement, those fees will be calculated. for the remaining policy term and due immediately by you and/or at our discretion deducted from any future compensation paid to you on, before, or after the termination is completed. We may require you to obtain and maintain additional insurance in the future as needed. If you fail to comply with the minimum insurance requirements in the Franchise Agreement, we may obtain such insurance on your behalf and require you to pay us the premium cost of this insurance that we have advanced for you, plus administrative costs of 18% for our efforts in obtaining this insurance for you. Such costs will be deducted from your Franchisee Commissions.

9. You must indemnify and hold us and our directors, officers, owners, shareholders, agents, and attorneys harmless in any action arising out of, among other things, the following: (i) your breach of any of the terms, covenants, warranties or representations of the Franchise Agreement or any other agreement with us or any of our affiliates; (ii) the operation of your Agency; (iii) any unauthorized use of the Agency Management System;

(iv) any negligence on the part of you or your affiliates; (v) any damage, injury or death to any person or property in or about the Agency; (vi) your use of the Marks or other proprietary material; (vii) any unauthorized transfer of the Franchise Agreement or the Agency; or (viii) any tax obligations of yours that we are held responsible for.

10. We will charge you a $1,000 Insurance License Reinstatement Fee if you fail to maintain the licenses that your State requires to offer and sell insurance products (your "required licenses"). If your required licenses are out of compliance, but not suspended we will charge you a Insurance License Noncompliance Fee of $500. Such fees are due and payable on demand. If your license is first suspended and then cancelled, you may incur both fees. In addition to the Insurance License Noncompliance Fee and the Insurance License Reinstatement Fee, You must also reimburse us for any direct costs we incur in getting you reappointed with our carriers. You are also responsible for any costs invoiced to you directly by the carrier in connection with your suspension and reappointment.

11. The Agency Ownership Transfer Fee is payable by the transferee when you sell your Agency or the economic interests within your book of business to another We Insure franchisee, or a change in the ownership or voting interest within your business entity and is due prior to the effective date of the transfer. All transfers are subject to our prior written consent and applicable law. You must satisfy all of the conditions in the Franchise Agreement before we will give our consent.

12. We charge a $75 per hour Administrative Assistance Fee for services that we provide to you that are otherwise beyond the scope of the ongoing assistance described in Item 11.

13. You must provide no less than 30 days' notice in the event you seek to relocate your agency. We reserve the right to approve or disapprove a relocation request in our sole discretion. If you request us to review your relocation request, you must pay us a Relocation Request Fee of Three Hundred Dollars.

14. If Franchisee proposes to install a new Designated Manager, Franchisee must first obtain Franchisor's approval. Franchisor has the right, in its sole discretion, to require any proposed replacement designated manager to visit the home office and meet with certain individuals for an interview process. You must receive an approval from us prior to a change occurring. In addition, in the event that you propose to undertake additional principals of the franchisor entity, you must also obtain our advance approval and the new principal may also be required to visit the home office and meet with certain individuals for an interview process. In exchange for our consideration and review of any such proposed principal or designated manager, you must pay us a review fee of $1,000. In addition, you must reimburse us for any costs we incur in connection with certain designated carriers' appointment fee.

15. At times a designated carrier may conduct an audit on policies sold by you. You are required to provide to us at the time of sale a signed application, and all required carrier

underwriting documents. In the event we are unable to locate the signed application at the time the audit is conducted, you will be charged $25 per policy and you will be required to produce the missing documents.

16. Franchisor-owned outlets have no voting power as to fees imposed by franchisee cooperatives. All Franchisor-owned outlets operate as independent agencies under the terms and conditions of the Franchise Agreement.

17. A manual processing fee may be assessed on a per policy basis for those policies written by your Agency with carriers that do not support automated technical integrations that have been accepted in the industry. These carriers will be called "Manual" carriers in the context of this fee. The fee will not be assessed if the Manual carrier is the only available option in a particular geography. The manual processing fee will be charged in accordance with our then-current rates as set forth in the Manual and will be subject to change in our sole discretion. Currently, the minimum manual policy fee is $5/policy.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (New Agency)

Type of Expenditure	Amount (1, 16)	Method of Payment (2)	When Due	To Whom Payment is to be Made
Initial Franchise Fee (2)	$25,000 (Select)-$50,000 (Premier)	Lump sum	Upon signing Franchise Agreement	Us
Agency Management System License Activation Fee (3)	$200-$400	Lump Sum	Before opening date	Us
E&O/Cyber Insurance (4)	$130	Lump sum	Upon signing Franchise Agreement	Us
Real Estate/Rent (5)	$500-$2,000	By arrangement	As incurred unless amortized over the term of the lease	Landlord and various vendors
Leasehold Improvements (6)	$0-$15,000	By arrangement	As incurred	Contractors and suppliers, subject to lessor or lease agreement
Furniture, Fixtures and Equipment (7)	$1,000 - $5,000	By arrangement	Before opening date	Various vendors, Us or our affiliates.
Utility Deposits (8)	$200 - $500	By arrangement	Before opening date	Utility companies
Exterior Signage (9)	$300 - $3,000	By arrangement	Before opening date	Third-party vendors.

Type of Expenditure	Amount (1, 16)	Method of Payment (2)	When Due	To Whom Payment is to be Made
Insurance (10)	$300 - $2,000	By arrangement	Before opening date	Designated Suppliers
Designated Carrier Appointment Fees (11)	$0- $600	Lump sum	Before opening date	Us
Branding Package (9)	$815	Lump Sum	Upon signing Franchise Agreement	Us
Licenses and Permits (12)	$500 - $2,000	By arrangement	As incurred	Government agencies and other third parties
Legal and Accounting (13)	$500 - $3,000	By arrangement	Before opening date	Your attorney, accountant and other business advisors
Additional Funds for Initial Period (3 Months) (14)	$15,000 - $40,000	By arrangement	As necessary	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (1,15)	$44,445 to $124,445			

Notes:

1. The above table sets forth an estimate of the initial investment you are likely to incur in establishing an Agency covering approximately the first 3 months of operation, unless otherwise indicated. The expenses you incur may vary considerably, depending on many factors, including your geographic area, the growth rate you experience and other factors. You should review these figures carefully with your financial or business advisor. All fees paid to Us are non-refundable. Fees paid to parties other than Us may be refundable upon the discretion of such third-party. As noted in Item 10, we may offer financing to you for part of the Initial Franchise Fee.

2. The Initial Franchise Fee varies depending on the Franchise Program you purchased. A Select program is $25,000, and a Premier program is $50,000. Items 5 and 10 for the manner in which the Initial Franchise Fee is paid, the possibility of financing some or all of the Initial Franchise Fee is not guaranteed. From time to time, we have the right to run promotional opportunities to sell franchises or modify the Initial Franchise Fee.

   Initial Training as described in Item 11 for up to two people is included with your franchise fee. You must complete the required training program to our satisfaction before commencement of your Agency's operations. If you desire to have more than two people participate in the initial training program, you must pay us an "Additional Initial Training Fee" of $50/person.

3. Prior to opening your Agency, and prior to us setting you up on our Agency Management System, you must pay us an Activation Fee for each licensed user in your Agency. The Activation Fee is $200 per person and we anticipate that you will want to "activate" one to two users, so this fee will range between $200 and $400.

4. Prior to opening, You must pay us $130 to procure E&O and Cyber insurance for your Agency. This amount covers your first month premium payment and is due to us upon signing the Franchise Agreement. You will be responsible for continuing premium payments as further set forth in Item 6.

5. You must lease or otherwise provide a suitable facility for the operation of the Agency. The Agency typically is leased and is located in a strip center, shopping center, or professional office building. We assume that you will be acquiring a leasehold interest rather than purchasing real property, and the estimate reflects this assumption. It is difficult to estimate lease acquisition costs, which may vary based upon square footage, costs per square foot, and required maintenance costs. The amount shown is for a typical *We Insure®* agency having approximately 250 – 1,200 square feet of space, excluding the expense for the furniture, fixtures, and equipment (the "FF&E"). The estimated range includes the costs to rent the office space for 3 months. Your lease agreement may also include expenses such as insurance, real estate taxes, common area maintenance fees, fixed rent (with escalators), percentage rent and other charges related to the operation of the Agency, all of which are not included in this estimated range. Prior to commencing lease negotiations, you may want to hire a commercial real estate broker and real estate attorney in the market where the Agency is located. We cannot estimate the cost to purchase a suitable facility. If you decide to purchase a suitable facility, there will be an initial investment in real property that we cannot accurately estimate based on your elected lease or real estate purchase options.

6. You will need to convert an existing facility into an Agency, or you will "build out" or construct improvements of, the premises at which you will operate the Agency. The conversion, construction, and/or build-out must be performed according to our System

Standards. These improvements may include, for example, wiring, carpeting or flooring, sheetrock, limited interior walls, plumbing, paint, HVAC, lighting, millwork and décor items, although the office facility for your Agency does not need to have extensive build-out or custom finishes. Office build-out expenses can vary greatly. You are encouraged to consult all applicable regulatory authorities to identify costs for required building permits, impact fees, taxes, bonds, licenses, and other fees, which can vary widely depending on where your Agency is located. The costs of leasehold improvements are likely to vary depending upon the size, location, configuration, market conditions, installation and labor costs, and overall condition of the premises. You may be able to obtain a leasehold allowance from the landlord covering all or a portion of the costs of constructing the leasehold improvements. Any such allowance will be negotiated between you and the landlord. If you are able to obtain from the property owner or lessor a leasehold allowance or rent abatement, those allowances or benefits should reduce your overall out- of-pocket costs to acquire, build out, and lease space. If the landlord gives you a full allowance, your leasehold improvements cost could be $0. The figures used in the table do not reflect allowances from the landlord. The costs of leasehold improvements also will vary depending upon your negotiating ability, and other competitive and economic factors. This estimate assumes that your Agency will be located in leased retail or professional office space, like most We Insure® Agencies. If you develop your Agency in a free- standing location, the real estate, building, and site improvement costs are likely to be significantly higher than our estimate.

7. The cost of your FF&E will depend on where the Agency is located, local market conditions, the size of the premises, suppliers, transportation costs, labor costs, and other related factors. You must purchase one complete computer workstation for each of your employees, which includes the following: one computer, two monitors, keyboard, mouse, speakers, a printer/scanner/copier, a Virtual Private Network router, an Ethernet switch, and an uninterruptible power supply battery. You must also purchase one Polycom VoIP handset. The estimate provided assumes you will purchase only 1 workstation and includes other basic furniture and fixtures required to operate your Agency, including desk, chairs, bookshelves, and miscellaneous reception area and back-office furniture. If you require additional computer workstations, you must purchase them in accordance with our specifications to ensure that they meet our System Standards. Other equipment items, which are in the Manual and included in this estimate, include a laptop, operating software and warranty plan. The estimate provided is for purchasing FF&E. You may be able to lease or finance certain items of FF&E.

8. If you are a new customer of your local utilities, you will generally have to pay deposits in connection with services such as electric, gas, and water. The amount of the deposit will vary greatly depending on the policies of the local utilities. You should contact your local utilities for more information.

9. As part of the Branding Package, we provide you pre- approved interior signage and a digital package which includes a webpage for your Agency, as well as Google Business and

Facebook sites. We do not provide any exterior signage (channel letters, street marquees, etc.) nor do we require that you obtain any on your own behalf; however, if you do obtain exterior signage and we must approve all exterior signage you use The signage requirements and costs may vary based upon the actual size and particular location of the Agency, local zoning requirements, landlord requirements, and local wage rates for installation, among other things. All signage must conform to System Standards.

10. You must purchase the types and amounts of insurance we require. The first quarterly payment is included in this estimate. If an annual payment instead of a quarterly payment is required, the amount could be significantly greater. Required coverages and associated premiums may vary based on the size of the Agency, where the Agency is located, value of the leasehold improvements, number of employees, and other factors. Your cost of insurance also may vary depending on the insurance company and agent you use. Having a trusted insurance professional who will guide you in the buying process may provide significantly better rates.

11. Prior to opening your Agency, you must determine which carriers' products you wish to sell at your Agency and you must obtain "appointments" by those carriers. In some cases, carriers will charge us an "appointment fee" which we will pay on your behalf and you must reimburse us for. Appointment fees are set by the carriers and vary by carrier and by location; however, we estimate that your initial Carrier Appointment Fees will be between $0 and $600 (which includes appointment fees for approximately six carriers). Carrier Appointment Fees are most often levied on the agency, although in certain cases, they may be levied by the producer. You will also be responsible for any new or renewal carrier appointment fees incurred during the term of the agreement.

12. You are responsible for obtaining the licenses your State requires to sell Insurance Products. The estimate includes the cost of any appointment fees and state continuing education costs associated with maintaining your insurance licenses. The estimate also includes fees for operating licenses and permits.

13. You should retain an attorney, accountant, and other consultants to assist you in reviewing this Franchise Disclosure Document, the Franchise Agreement and accompanying agreements, organizing a business entity if you choose to do so, obtaining all necessary licenses and permits, and establishing your Agency. These fees may vary depending on location and upon the prevailing rates of local attorneys, accountants, and consultants.

14. This is an estimate of the net funds (working capital) needed to cover business expenses during the initial period (which we consider to be the first 3 months) of operating the Agency. This estimate assumes that your operating costs during the initial period will be paid from working capital but does not include the Monthly Technology Fee. This estimate assumes you will be an active owner-operator of the Agency and that you will not employ any other individuals to work at the Agency at the time you commence operations. This estimate also assumes you do not finance the development and start- up costs; no

financing pay back monies are included in these figures. The figures also do not include a return on investment pay out. These figures also do not include any monies for supervisory time and attention to opening and pre- opening, nor for pre-construction and construction time. You should expect to need more non-managerial labor during approximately the first 3 months after opening than you will need thereafter. The many variables associated with this high-risk investment can significantly alter the cash requirements to start this business. Our requirement of a minimum personal net worth presumes that if needed, you will have financial resources to further the business, should additional cash be necessary. We cannot guarantee that you will not have additional expenses to start your business. To the extent that operational revenues do not cover these expenses, you will need additional funds to support the operational costs of the Agency, including expenses such as rent, leases, payroll, utilities, insurance, taxes, loan payments, advertising, supplies, inventory, and other expenses. The amount of additional funds you will need will depend upon many factors, including how much you follow the System, your technical, marketing and general business skills, local economic conditions, the local market for insurance products, competition, local cost factors, and the sales levels you achieve. There is no guarantee that the working capital estimate will be adequate or that you will not need to make additional investments. You may need additional funds and you should consult with your financial advisor to determine the amount of working capital that you should invest.

15. In compiling this table, we relied on our experience as a franchisor, as well as information we have received from our franchisees. The amounts shown are estimates only and may vary for many reasons, including the size and location of your Agency, the capabilities of your management team, and your business experience and acumen. Except as expressly indicated otherwise, these estimates cover your initial cash investment to open the Agency and do not account for expenses not listed in this table.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

SYSTEM STANDARDS

You must operate your Agency in accordance with our System Standards. We publish System Standards in the Manual. System Standards may regulate any aspect of the Agency's development, operation, and maintenance, including Insurance Products, other products or services that the Agency uses, and approved suppliers for these products and services, which may be limited to us or our affiliates, in which case you must acquire certain products and services for your Agency only from us and/or our affiliates at the prices we or they decide to charge. To maintain the goodwill, quality, and reputation of the We Insure® franchise network, you must purchase or lease Insurance Products only according to our System Standards, and, if we require, only from suppliers we approve.

SUPPLIERS

Currently, we and our affiliates are the only approved suppliers for all of the equipment, products, and services used in connection with establishing and operating the Agency. You must use our vendor to build your independent website and to purchase certain marketing materials. If we approve other suppliers, we will provide a list of such suppliers in the Manual or other written or electronic form. Our criteria for designating or approving a supplier include the supplier's demonstrated ability to supply a sufficient quantity of equipment, products and services meeting our System Standards, the supplier's ability to provide quality equipment, products and services at competitive prices, the supplier's willingness to protect proprietary information, the supplier's delivery capability, and the supplier's dependability, financial stability, and general reputation. We may revise the list of designated and approved suppliers. If either we or an affiliate is a designated or approved supplier, you will sign the form of purchase, supply or lease agreement we specify. Any products, equipment, or services which we do not explicitly indicate you must purchase from an approved supplier may be purchased from a third party not pre-approved by us, provided, however, such products, equipment, or services must comply with all then-current system standards and requirements set forth in the Franchise Agreement and Manual. Franchisor provides no material benefits to franchisee for any purchase of required products, supplies or services.

If you desire to purchase or lease equipment, products or services that we have not approved (for equipment, products and services that require supplier approval), or purchase or lease approved equipment, products or services from a supplier that we have not designated or approved, you must first send us sufficient information about the proposed supplier and product or service, specifications and samples for us to determine whether the unapproved supplier and equipment, product or service provided by the unapproved supplier complies with our System Standards (our System Standards are the criteria we use to approve or deny any unapproved supplier). You will bear all expenses we incur to evaluate the requested equipment, product, service, or supplier. We will approve or disapprove the proposed supplier within a reasonable time (usually 30 days) after receiving the required information. We are not obligated to approve any particular supplier. We may revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our System Standards. You must use products and services from designated or approved suppliers solely in connection with the operation of the Agency and not for any competitive business purpose.

No officer of Franchisor owns an interest in any supplier. In the last Fiscal Year (2021), Franchisor has not derived any revenue, rebates, or other material consideration based on any of the required purchases in this Item 8.

INSURANCE PRODUCTS

You may only sell Insurance Products we approve that are sold by the Designated Carriers,

in states that we approve, which we may change, from time to time in our sole discretion. We will provide you with a list of states, Designated Carriers, and Insurance Products, which may also change from time to time. We will negotiate and enter into contracts with Designated Carriers, you are not allowed to be appointed or licensed as an agent, broker, or representative for any insurance carrier unless you receive our prior written permission. You must not offer or sell any unapproved Insurance Product from any unapproved carrier in any unapproved state. At our sole discretion, we may restrict or direct access to certain Designated Carriers at any time based on the underwriting requirements of the Designated Carriers or other related risk placement objectives.

FURNITURE, FIXTURES, EQUIPMENT AND SIGNAGE

You must purchase, install, and maintain all FF&E and signage as we require for the Agency, which we may change from time to time. You must ensure that your Agency's FF&E and signage complies with System Standards. You must purchase the Agency's telephone systems from us. You must use our prescribed Voice over Internet Protocol (the "VoIP") telephone system. Although we do not require specific brands of computer hardware and software, all such computer hardware and software you purchase must meet our standards in Item 11. We may specify certain products or supplies that you must purchase from designated suppliers. You may purchase any other products or supplies from suppliers of your choice, if they comply with System Standards. We may negotiate volume purchasing arrangements with certain vendors for the purchase of equipment needed to operate the Agency, which you will be permitted to participate in. You must purchase and install any new or replacement equipment that we specify.

INSURANCE COVERAGE

In addition to the purchases and leases described above, you must obtain and maintain in full force and effect during the term of the Franchise Agreement, at your expense, the types and amounts of insurance we require from time to time. The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment, and your history. Your insurance policies must name us or our designees or assignees as additional insureds and/or loss payees and be endorsed accordingly. You must promptly provide us with all of your certificates of insurance, each of which must state that the policy will not be cancelled or materially altered without at least 7 days' prior written notice to us.

Our current insurance requirements are: (i) a standard Business Owner Policy providing coverage for your place of business with liability limits of not less than $1,000,000/$1,000,000, unless such requirement is waived by us in writing; (ii) a hired and non-owned automobile policy with liability limits of not less than $1,000,000, unless such requirement is waived by us in writing; and (iii) a Workers Compensation Policy with liability limits as required by state law, unless such requirement is waived by us in writing. We do not require you to use certain carriers for these coverages. If you fail to purchase the required insurance, we may obtain such insurance on your behalf and charge you for

the costs we incurred to do so, plus an administrative fee that is 18% of our costs.

You must purchase Commercial General Liability Insurance, Property Insurance (if you own the building), and Professional Liability (Errors and Omissions) & Cyber Insurance (we will provide that for you). At any time if we discontinue group policies for E&O or Cyber you will be required to obtain and maintain these policies on your own and using our designated carriers. You will be required annually to provide receipt of full payment to the insurance carrier and a copy of your Declarations page. You also must purchase the following types of insurance if applicable such as Business Automobile Liability Insurance (any vehicles for which you have in your company's name), Workmen's compensation Insurance, (if you an employee).

We will deduct your assessment of the E&O insurance premiums from the Commissions. Your assessment is the greater of $130 per month and any deductibles for claims related to your Agency. These costs are recalculated in January of each calendar year.

We provided these Insurance coverages, with the premiums changing annually without further notice to you.

Premiums may also increase due to your prior claim's history. You will be responsible for the payment of all deductibles payable on claims against you or any of your officers, directors, shareholders, employees, and independent contractors. From time to time, you must participate in E&O and Cyber Insurance loss control seminars. If you fail to participate in these seminars, the cost of your E&O and/or Cyber Insurance coverage may increase.

FRANCHISEE REQUIRED PURCHASES

We estimate that the cost of equipment, products and services purchased or leased from suppliers designated or approved by us will represent approximately 25% of your total purchases and leases in establishing the Agency and approximately 25% of your total purchases and leases in operating the Agency. We estimate that the cost of equipment, products and services purchased or leased according to our System Standards could be more than 50% of your total purchases and leases in establishing the Agency and approximately 50% of your total purchases and leases in operating the Agency.

SUPPLIER ARRANGEMENTS

If we negotiate group or volume purchasing arrangements with designated or approved suppliers, you must participate in such arrangements. We may negotiate purchase arrangements with certain suppliers. Currently, we do not have any purchasing or distribution cooperatives; however, we may create such cooperatives in the future. Currently, we do not receive any rebates, allowances, credits or other material benefits from any designated supplier for the purchase or lease of equipment, products or services

by you or other franchisees, although we may derive revenue from franchisee required purchases or leases in the future. For this reason, none of our revenues in the fiscal year update were derived from franchisee required purchases or leases

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Franchise Disclosure Document.

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Sections 2 and 5	Items 7 and 11
b. Pre-opening investment/leases	Sections 5 and 6	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 5, 6 and 7	Items 7 and 11
d. Initial and ongoing training	Sections 5, 6 and 7; Purchase and Sale Agreement Exhibit E	Items 5, 7 and 11
e. Opening	Sections 5 and 6	Items 1, 7 and 11
f. Fees	Sections 4, 5, 8, 9 14, and 16; Purchase and Sale Agreement Exhibit E	Items 5 and 6
g. Compliance with standard sand policies/operating manual	Sections 5, 6, 7, 11, 12 and 19	Items 8 and 11
h. Trademarks and proprietary information	Sections 10, 11, 12, and 13	Items 13 and 14
i. Restrictions on products/services offered	Sections 7 and 13	Items 8 and 16
j. Warranty and customer service requirements	Sections 6, 7 and 8	Item 11
k. Territorial development and sales quotas	Section 2	Item 12
l. Ongoing product/service purchases	Section 7	Items 8 and 16
m. Maintenance, appearance, and remodeling requirements	Sections 5 and 6	Item 11
n. Insurance	Sections 7, 8 and 20; Purchase and Sale Agreement Exhibit E	Items 7 and 8
o. Advertising	Sections 5, 6, 10, and 12	Items 6, 8 and 11

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
p. Indemnification	Sections 7, 20 and 22; Purchase and Sale Agreement Exhibit E	Item 6
q. Owner's participation, management, staffing	Sections 1, 6, 7, 13 and 15	Items 11 and 15
r. Records and reports	Sections 7, 8, 9 and 23	Item 6
s. Inspections and audits	Sections 5, 6, 8 and 23	Item 11
t. Transfer	Section 14	Item 17
u. Renewal	Section 3	Item 17
v. Post-termination obligations	Sections 13, 17	Item 17
w. Non-competition covenants	Sections 7, 13, and 17	Items 1 and 17
x. Dispute Resolution	Sections 23, 25 and 26	Item 17
y. Other: guarantee of franchisee's obligations	Section 13 and Exhibit 2 to Franchise Agreement.	Items 1 and 15
z. Other: representations of franchisee regarding the Roll-Over Business and Conversion Agency	Purchase and Sale Agreement Exhibit E	Items 5, 7, 8, and 11

ITEM 10
FINANCING

We or our affiliates may offer you, in our sole discretion but without any obligation, the option to finance some or all of the Initial Franchise Fee. We make the same financing terms available to the *We Insure®* franchisees who meet our criteria. If we elect to offer to you and you accept this financing option, on the date you execute the Franchise Agreement, you must (a) pay to us in full the portion of the Initial Franchise Fee that is not being financed, and (b) execute and deliver to us or our affiliate a promissory note (the "Note") which will include the following terms:

Principal Balance	Term	Interest Rate	Payment Mode	Prepayment Penalty	Security Required
$20,000 for a Premier Franchise	57 Months	15.7%	Monthly ($500/month)	None	Personal guaranty
$15,000 for a Select Franchise	57 Months	18.8%	Monthly ($400/month)	None	Personal guaranty

The form of the Note and Guaranty is attached as Exhibit D to this Franchise Disclosure Document and must be executed by all current and future members/partners/shareholders of the franchisee entity (this does not include spouses, children, or other persons that are not current or become members/partners/shareholders of the franchisee). Upon a default under the Note: interest will accrue at the highest rate allowed by Florida law on the amount of the then-outstanding principal balance plus accrued interest, until you make payments to us; (ii) a late charge of the greater of $150 or 5% of the amount of the late payment will be assessed on any payment not made within 10 days of the due date; (iii) we may accelerate all of the then-outstanding principal balance and accrued interest; (iv) we may offset against any amounts we owe you any amounts you owe us; and (v) you will be required to pay all of our costs of collection and enforcement of the Note. The Note requires you to waive notice and your right to a jury trial, presentment, and notice of dishonor. There are no other waivers upon default. If you default under the Note, it will be treated as a cross default under the Franchise Agreement. Conversely, if you default under the Franchise Agreement, it will be treated as a default under the Note.

Other than financing a portion of the Initial Franchise Fee as described above, we may arrange financing indirectly with an affiliate for Agency operational purposes. We do not sell, assign or discount to any third-party any financing offered under the Note or any other Franchisor offered financing.

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

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

PRE-OPENING ASSISTANCE

Before you open your Agency, we will:

1. Approve or disapprove proposed locations for your Agency. (Franchise Agreement, Sec. 5(c)). You are ultimately responsible for selecting the Site, although it is subject to our approval according to our site selection criteria, which includes demographics of the surrounding area, the nature and extent of the competition, visibility, traffic patterns, parking, density within and outside any strip center, shopping center or professional building, market statistics, lease and construction costs, current economic strength and future market potential of the surrounding area, and other factors. (Franchise Agreement, Sec. 5(c)). We will give or withhold approval within 10 days after we receive notice of the proposed site. (Franchise Agreement, Sec. 5(c)). Our approval indicates only that the proposed site meets our minimum criteria. Most We Insure® Agencies are located in a shopping center or professional office space. The leased space ordinarily consists of 450 – 1,200 square feet. We must approve the Site before you sign a lease. Franchisee has

180 days from the date of execution of Franchise Agreement to locate and have Franchisor approve a location. If an approved location is not secured within 180 days (unless such time is extended in writing by Franchisor), Franchisor shall have the right to terminate its relationship with franchisee with no further obligation to franchisee and no refund to franchisee of any monies paid or costs incurred by franchisee.

2. Verify the lease before you sign it. Our review of your lease will be limited to issues related to the operation of the Agency and compliance with System Standards. We will not review the documents to evaluate legal, financial, or business terms. Your lease must include a provision giving us the right to enter the leased premises upon a termination of the Franchise Agreement to make any modifications necessary to de-identify the leased space and otherwise protect the Marks. The term of the lease must be no less than 1 year. If you are unable to occupy the leased premises during the term of the Franchise Agreement, for any reason, you must relocate the Agency to new leased space, provide us written notice of your intent to relocate the Agency to new leased space at least 30 days prior to relocating operations. At no point may your Agency be without a physical office space to operate from and you shall ensure continued and uninterrupted operations during any relocation. . We do not approve virtual offices or suites as a location for your franchise business.

3. Provide standard design plans, layouts, drawings, and specifications for construction, build- out improvements and remodeling of your Agency. (Franchise Agreement, Sec. 5(c)). You must submit all build-out plans to us for approval. You may not modify the approved plans without our approval. We Insure® Agencies usually do not require substantial build- out. In new retail space, you may expect to install carpet, paint, and some interior walls.

4. We will approve your preliminary and final plans, layout, drawings, and specifications of your Agency. You pay for all construction and improvement costs. See Item 8.

5. Provide specifications for and, to the extent we deem appropriate, sources for, all required and replacement FF&E, signage, décor and other related items, products and services required for use in the operation of your Agency. (Franchise Agreement, Sec. 6(c)). See Item 8.

6. Our Confidential Operating Manual can be found on our intranet site for which you will have access to after your completion of training. (Franchise Agreement, Sec. 5(a)). The Manual is described in detail below in this Item11.

7. Provide you the Initial Training program. (Franchise Agreement, Sec. 5(a)). The Initial Training program is described in detail below in this Item 11.

8. Provide such on-site assistance and guidance during the initial operation of your Agency as we deem appropriate in our sole discretion. (Franchise Agreement, Sec. 5(g)).

9. License to you the Agency Management System and other computer software programs that we require to operate your Agency, which we may modify from time to time. You must upgrade systems and software programs to comply with System Standards.

10. Provide you, to the extent we deem appropriate in our sole discretion, with access to our website and include you in the content of our website. (Franchise Agreement, Sec. 5(a)).

11. Provide you with written authorization to open your Agency for operation. You may not open the Agency until you have received our written authorization to open the Agency.

12. We do not own any franchisee sites or lease any such sites to franchisees.

TYPICAL LENGTH OF TIME BEFORE OPERATION

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the Agency is between 1 and 3 months. Factors that may affect your commencement of operations include your ability to secure permits, zoning and local ordinances, weather conditions, delays in the installation of equipment and fixtures, and your ability to complete Initial Training to our satisfaction. You must open your Agency for business to the public no later than six months after the effective date of your Franchise Agreement or the date your lease requires you to commence business operations, whichever is earlier.

POST-OPENING ASSISTANCE

During the operation of your Agency, we will:

1. Periodically, as we deem appropriate, provide general advice and consultation with you in connection with the operation of the Agency. Our guidance is based on our, our affiliate's and our franchisees' experiences in operating We Insure® Agencies. If you request on-site consulting services, you must pay for our expenses associated with providing these additional services (including hourly employee compensation, travel, and per diem expenses). (Franchise Agreement, Sec.8(j)).

2. Provide you our advice, knowledge, and expertise regarding the System and pertinent new developments, techniques, and improvements in the areas of products, methods, sales, promotion, management, education, service concepts, and other areas. We may provide these services through on-site visits, through the distribution of printed or filmed material or electronic information, meetings or seminars, telephone communications, email communications and other communications. (Franchise Agreement, Sec. 5(b)).

3. Make available to your operations assistance and ongoing training as we deem necessary. (Franchise Agreement, Sec.5(b)).

4. Use good faith efforts to approve or disapprove your proposed promotional and marketing materials to be used for local advertising within 30 business days after we receive them. (Franchise Agreement, Sec.12(d)).

5. Make periodic visits to the Agency, at our sole discretion, to assist you in various aspects of the operation and management of the Agency. We may prepare written reports outlining any suggested changes or improvements in the operations of the Agency and detail any deficiencies that become evident as a result of any such visit. If we prepare a report, you will be provided with a copy. (Franchise Agreement, Sec.5(b)).

6. Provide you with access to, and the opportunity to sell Insurance Products for, the Designated Carriers. We have no obligation to connect you with the Designated Carriers if you are not properly licensed or sufficiently trained.

7. Provide you access to the Agency Management System. (Franchise Agreement, Sec. 8(e)).

8. Provide you access to all components of the System. (Franchise Agreement, Sec. 8(d)).

9. Assist you with accounting for, and processing of, all applications for Insurance Products and all policies issued, renewed, endorsed, changed, serviced, delivered, or canceled on behalf of your client accounts. (Franchise Agreement, Sec. 8(b)).

10. Provide E&O and cyber security insurance coverage to you, at your proportionate expense. (Franchise Agreement, Sec. 8(f)).

11. Hold periodic conferences to discuss sales techniques, training, performance standards, advertising programs, and policy servicing procedures. There is no conference fee, but you must pay your travel and living expenses. These conferences are not mandatory although attendance is strongly encouraged. Such conferences could be held at any of our corporate offices or at any other location we determine in our sole discretion. (Franchise Agreement, Sec.5(b)).

12. If you request that we provide certain administrative assistance to your Agency, that you would otherwise be required to handle yourselves, and we agree, in our sole discretion, to provide such services, we will charge you an Administrative Assistance Fee of $75 per hour. Such administrative services that you may seek include, but are not limited to, assistance with filing business entity applications with various state agencies as well as processing, filing certain documents, acquiring a 3rd party book of business; gathering documents for legal requests; and AIC change or reactivation. We may deduct this fee from your Commissions.

13. You must use the Agency Management System to sell Insurance Products. The Agency Management System is an online cloud (Internet-based) application and serves to

automate the documentation process. The Agency Management System increases agency productivity and efficiency, increases customer satisfaction, and increases sales opportunities. In addition, we have created and implemented a System-wide intranet computer network that you must participate in to, among other things, submit required reports to us online, view and print the Manual, download approved local advertising materials, communicate with us and other We Insure® Agencies, and view and download videos and business forms. Franchisor shall have independent access to all information generated by and stored on the Agency Management System without further consent required by franchisee.

SUBMIT IT AND FORGET IT

We will provide you access to the Submit It and Forget It ("SIFI") software, designed exclusively for our franchisees. Participation in the SIFI program is mandatory. The purpose of the SIFI program is to reduce the amount of time it takes to enter a customer's data and allow you to move on to the next customer even if the current customer has not delivered all documentation required for binding, which makes your sales and administrative processes more simplified and streamlined. You are responsible for quoting, writing, and binding all customer insurance policies, including the submission of all required carrier understanding documentation and/or forms necessary. Coverage under an insurance policy is "bound" when the application is complete and signed and the initial premium payment has been paid. Once the policy is bound, you are responsible for collecting from the owner and insured party and delivering to us all documentation required under the SIFI program, including without limitation the policy, within 24 hours of the binding effective date. Failure to comply with the 24-hour deadline causes us unnecessary work and administrative costs. We will be solely responsible for conducting all communications with the Designated Carrier and the customer once we have received from you the documentation required under the SIFI program. You are required to inform customers and to address any problems with the documentation submitted or request any additional documentation that may be needed, although you are requested to deliver to us any such additional documentation that you may have to reduce the chances the policy might be canceled or up-rated.

BRANDING AND MARKETING

At present, we are not required to spend any amount on advertising in your area. We have established and administer a Brand Fund (the "Brand Fund" or "Fund") for the promotion of the entire System and the benefit of all We Insure® Agencies. However, we may cancel or change it any time as we see fit. All We Insure® Agencies (including those owned by us or affiliates) will be required to participate in the Brand Fund and contribute to the Brand Fund on the same basis.

You are required to participate in the Brand Fund. You are required to make monthly contributions of 3% of Franchisee Commission earned in the previous month in the

manner we determine. (Franchise Agreement, Sec. 12(e)).

We or our designee will be responsible for administering the Brand Fund; however, we may engage third-party firms to administer the Brand Fund and/or to assist with these responsibilities. We will direct all marketing programs and control the creative concepts, materials and media used, media placement and allocation. We may use contributions made to the Brand Fund for the development, production and distribution of national, regional and local advertising as well as marketing related technology as we determine appropriate. (Franchise Agreement, Sec. 12(e)). We also may use contributions made to the Brand Fund towards the costs of production of advertising materials and content, including, but not limited to, the following: (i) television, radio, magazine, social media, direct mail and newspaper; (ii) public relations activities (including charitable activities) and advertising agencies; (iii) digital media; and (iv) non-traditional forms, including utilization of influencers. We also may use contributions made to the Brand Fund for personnel and other internal administration and overhead costs relating to services provided that are allowable to its activities.

We will make expenditures from the Brand Fund, based on what we, in our sole discretion, consider to be in the interest of the franchise network as a whole on a national or regional basis. We do not guarantee that your Agency will receive benefits or representation equivalent to your contribution. If we do not spend all the money in the Brand Fund in a fiscal year, we will roll those funds over into the next fiscal year. We will not use the Brand Fund to solicit new franchisees, but we may include incidental franchise marketing to potential franchisees on any advertising, marketing, or promotional materials created using the Fund.

The Brand Fund is not audited, and we do not provide periodic accounting of expenditures or financial statements, on request or otherwise, but may do so as we determine appropriate. To obtaining an accounting of the Brand Fund, you may contact Franchisor at accounting@weinsuregroup.com or 855-483-3901.

Franchisor has established an incentive program whereby Franchisee may be entitled to a reduction of its annual contribution to the Brand Fund. If, on an annual basis, a franchisee:

(i) reaches a cumulative Book of Business of $10,000,000.00 paid in commissionable premiums on the most recent 12 commission statements (the “Incentive Minimum”);

(ii) within fourteen (14) days of meeting the criteria above, provides written notice to us of its eligibility; and

(iii) has an active franchise operation and active franchise agreement with Franchisor;

then a franchisee will receive a reduction of its next annual contribution to the Brand

Fund; instead of being required to pay 3% of their Franchisee Commission toward the Brand Fund, they will only be required to pay 2%. Failure to maintain the Incentive Minimum will result in loss of the incentive, and the franchisee's annual contribution to the Brand Fund will be prorated based upon the number of months a franchisee met the Incentive Minimum. Failure to timely provide written notice will prevent a franchisee from receiving the incentive for its next annual contribution to the Brand Fund. Franchisees must be in good standing (as determined in our sole discretion) with the terms of the Franchise Agreement, the Manual, and all other obligations to us. Any non-compliance will immediately disqualify a franchise from receiving the incentive. This incentive discount does not automatically renew; therefore, a franchisee must annually qualify. We may, in our sole discretion, terminate the incentive program at any time, and for any reason upon thirty (30) days' notice to franchisees.

During the fiscal year ending December 31, 2021, the Brand Fund spent contributions to it as follows:

Item	Percentage Spent
Advertisements	17.25%
Public Relations	52.32%
Branding	25.68%
Other	
Mailers	2.31%
Administrative Expenses	1.28%
Sponsorship	1.17%
TOTAL	**100.0%**

Although we are not obligated to do so, we may create additional advertising programs for the benefit of all We Insure® Agencies. At present, we do not have any other advertising programs required other than one Brand Fund for which you will agree to contribute 3% of Franchisee Commissions. We will determine the geographic territory and contribution amount for each advertising program we create. You must participate in any advertising, marketing or promotional program we implement and you must comply with all program specifications we require. If a regional cooperative advertising program is established in your area, all company owned We Insure® Agencies in the region will contribute to the program on the same basis as franchisees. We may allocate any portion of the Brand Fund to other advertising programs. Your local advertising requirement is in addition to any advertising obligation that is created in your area, although we may designate all or a portion of your local advertising requirement for advertising. If an advertising program is established in your area, we may establish an advertising council for franchisees in that region to self-administer the program. Whether we establish additional advertising programs with or without an advertising council, we may change, dissolve, or merge the program and/or any council at any time. Any advertising program that is established will not be audited. We reserve the right to determine the advisory council's purpose, powers, and composition, and also the sole right to change or alter the advisory council at any time.

We currently do not have any advertising cooperative to which franchisees are required to contribute. If an advertising cooperative is established, we may require you to participate and may require you to direct all or a portion of the amount you contribute to the Brand Fund to the cooperative.

FRANCHISEE MARKETING

All advertising and marketing you conduct must be in accordance with System Standards. We must approve all local advertising prior to use. You must submit samples of all advertising you intend to use to us for our approval. You may not use any printed or digital materials that we have not approved prior to their use. We may provide you with local advertising and marketing materials from time to time, including merchandising materials, special promotions, and sales aids at a reasonable price plus shipping. We may rescind our approval of any advertising or promotional materials or programs at any time. If we have rescinded our approval, you must immediately stop displaying and using the unapproved programs or materials.

You are strongly encouraged to spend a minimum of 3% of your portion of the Franchisee Commission on local advertising, marketing, promotions, and public relations; as of the issuance date hereof, this is a recommendation not a requirement; however, we reserve the right, in our sole discretion, to make this a requirement. If we do, we will not require you to spend more than 3% of your Franchisee Commission on local advertising. You will pay for local advertising directly to vendors and suppliers, although we will provide you with general marketing guidelines. Although you may develop advertising materials for your own use, we must approve all advertisements in writing prior to use. If we do not provide written approval of your proposed advertising within 30 days of submission, it will be deemed disapproved. If we require you to conduct local advertising, you will be required to prepare and submit to us an annual local advertising plan. You must send us proof of any local advertising expenditures within 30 days after the end of each quarter. (Franchise Agreement, Sec. 12(d)).

Subject to applicable law, we have the right to require your participation in any and all national, regional and/or local advertising, promotional and related programs that we designate from time to time at your sole cost and expense. This may include participation in programs requiring you to participate in certain charitable, promotional or social events. We are not required to compensate you for participation in any of these programs.

COMPUTER & WEBSITE REQUIREMENTS

You must purchase separately from us the recommended computer hardware/software and telephone systems we require for your Agency, and license from us the software programs required for the Agency Management System and other relative systems we

deem necessary as part of our System Standards. You may not configure, program or change any of these systems or programs once they are configured/installed. You may not sell, lease, or authorize the use of these systems or programs to anyone else. Information about your client accounts reside exclusively in the Agency Management System and you can only access your client accounts through the Agency Management System.

Each of your employees must have a complete workstation that includes one computer (which may be a desktop or a laptop), two monitors, keyboards, mouse, speakers, a printer/scanner/copier, a Virtual Private Network router, an Ethernet switch, and an uninterruptible power supply, and the telephone system that is not part of any other business transactions, software, or proprietary information. You must use the Agency Management System and all other software programs, system documentation manuals, and other proprietary materials we require. You must install and maintain in your computer system those software programs, data and information that we prescribe.

We do not allow the use of computer hardware other than what we specify, including any existing hardware you may have. This applies to conversion agencies as well. We must review and approve any existing hardware to ensure the compatibility and services being ran do not conflict with our software's and are compatible with the software requirements.

You must obtain and maintain an Internet connection with the minimum connection speed and access requirements specified by System Standards, which may require you to purchase and utilize additional hardware such as routers and firewalls to maintain secure connections. You must, always, use the email address and account we provide for communications with us. We do not require you to purchase internet service from any particular supplier.

You must use our vendors to build an independent website for your We Insure® Agency (your "Website"). You may not use any other website (including a Carrier's website) or our Carrier's logos, emblems, or trademarks or any of their marks without our prior written approval.

You must upgrade your computer hardware and/or software to then current models and versions at least once every 5 years, or sooner if we determine that your existing hardware and/or software is no longer compatible with our programs. We will issue you a proprietary email address. We will have access to all emails and other information stored in your email account. You must also give us electronic access to any other information on your computer that we request from time to time. We or our affiliates are the lawful owner of and have sole control over our website, www.weinsuregroup.com, including the design and contents of the website, as well as any other Internet domain names registered by us and websites created by us in the future. We provide We Insure® Agencies with their own webpage that is connected to our website and which we control. You will provide some

of the content for your Agency's webpage in strict accordance with website standards and specifications, and you are responsible for ensuring the content is current and accurate. Except as we approve in advance in writing, you may not establish or maintain any separate website, splash page, profile or other presence on the Internet or computer network in connection with the promotion of your Agency, including any social media profile such as but not limited to Facebook, LinkedIn, YouTube, Twitter, SnapChat, Instagram, Pinterest, Flickr, Vine, or networking site. We have the right to demand you to remove any inappropriate comments, gifs, hashtags, or any other form of public display for which we feel is inappropriate, or could jeopardize our relationships with our carriers, employees, producers, agents, agencies, or our reputation. Or deemed damaging to our WE Insure brand. Failure to cure these requests shall be considered as a default in your Franchise Agreement.

There is cost to purchase required computer hardware and software systems to commence operation of the Agency. We estimate the cost of any workstations required or optional upgrades, or maintenance agreements for computer hardware and software systems to range from $600 to $2,500 per workstation every 5-7 years; we estimate that each Agency will have between 1 and 2 workstations.

You must comply with our System Standards for email, communications, telephone systems, the Agency Management System, information technology and other technology systems that we may develop, implement and/or require you to acquire and use at the Agency and/or in your business operations The IT Support Fee covers email, IT support, software maintenance, antivirus protection, malware protection, OneDrive data management space, data center colocation, and interconnection support. We also provide Help Desk Support from 8:30am- 5:30 p.m. on business days to address issues franchisees may be having related to general technical support, antivirus protection, configuration of workstations, monitoring, and redundancy support (although the Help Desk does not provide support for computer virus or malware issues). We derive revenue as a result of the computer hardware and software and information technology systems you are required to use, except for the VoIP system. These monthly charges are subject to change in the future. You are solely responsible for issues that arise from your failure to properly maintain, operate, and upgrade the computer system and software. All computer system data, including Franchisee data, is controlled by us and our access to such data is without limitation, subject to any confidentiality obligations to which we are bound pursuant to terms of the Franchise Agreement.

MANUAL

You can access our Manual on our secure intranet site immediately following the completion of Initial Training. The Manual describes the System and the mandatory and suggested specifications, standards, and procedures for the operation of the Agency. The Table of Contents for the Operations Manual is Exhibit F to this Franchise Disclosure Document. The Manual is confidential and remains our property. We may modify the

Manual and the System from time to time. The Manual may be electronic. The Manual is considered Confidential information and may not be shared with any other party without our prior approval to do so. We maintain our then-current fees in the Manual. The version of the Manual residing at our corporate office in Jacksonville, Florida is the most current version and supersedes all prior versions and any printed or electronic information regarding the operation of the Agency. You must surrender and return to us all hard and electronic copies of the Manual in your possession, custody, or control upon termination or expiration of the Franchise Agreement. The Manual currently contains 135 pages.

TRAINING PROGRAM

Initial Training

You (or, if you are an entity, the person who is designated in the Franchise Agreement as the Designated Manager known as the Designated Manager) must complete Franchisor's standard initial training program ("Initial Training") to our satisfaction. The Designated Manager and you (or whoever is the majority owner) must attend and complete the Initial Training. We will grant you one additional person to attend the Initial Training without charging any additional costs. Upon request, we will provide the initial training program to additional employees from your Agency at your cost for $50 per person; you will also be responsible for any travel or wage-related expenses. . If the Designated Manager or majority owner does not complete Initial Training to our satisfaction, we may require you to repeat Initial Training and charge you the same rate we would charge for additional trainees. If you are unable to complete Initial Training to our satisfaction (including the online sessions) after the second session, we may terminate the Franchise Agreement. While we anticipate that initial training will be conducted remotely, if travel is required for you or your employees, you will be responsible for all travel and wage related costs incurred.

Completion of Training is your responsibility. The Initial Training program will be self-paced and via live webinar. We anticipate that it will not take you longer than four weeks to complete. We reserve the right to place a time limit within which you must complete Initial Training in our sole discretion. If we do that, the time limit would not be less than four weeks.

Training will be completed via self-paced online learning modules and short-form videos, with live webinars provided as needed per our discretion. Agency operations may not commence prior to the satisfactory completion of Training. There are two ways in which the learning path will be determined:

- Individuals without Personal Lines experience will be assigned all courses excluding Commercial Lines courses.
- Individuals reporting to have Personal and/or Commercial Lines experience will be assigned and required to complete an Expertise Assessment which during the

onboarding process to inform the personalized training program. Upon completion of the Expertise Assessment, courses will be assigned.

Training will be administered by Joe Kurtz, Chief Administrative Officer, Heather Huffman, Director of Training and Chelsea Branch, Training Manager. As identified in Item 2, Mr. Kurtz and Ms. Huffman collectively have over 35 years of insurance industry experience working with carriers and agencies. Ms. Branch has worked with We Insure for over 4 years and has over 10 years of sales and agency administration experience, having run multiple types of insurance agencies from captive to independent. The training team also includes additional resources with at least 2 years of experience in the industry operating under the direction of Mr. Kurtz, Ms. Huffman and Ms. Branch.

The following chart summarizes the many topics presented during Initial Training. The time frames provided in this chart are an estimate of the time it will take to complete Initial Training:

INITIAL TRAINING PROGRAM		
Subject	Hours of Self-Paced and Virtual Classroom Instruction	Hours of On-the-Job Training
Introduction to We Insure®	0.5	0
Presentation and Acknowledgement of Operations Manual	2.0	0
Agency Management System	12.0	0
Other Systems	4.0	0
Agency 101 (if needed)	1.0	0
Personal Lines (based on Expertise Assessment results)	Up to 34.0	0
Commercial Lines (provided upon approved request and based upon Expertise Assessment results)	Up to 65.0	0
Professional Development	Up to 12.0	0
Carriers	8.0	0
Sales	12.0	0
Marketing	3.0	0

Ethics	2.0	0
Errors & Omissions	2.0	0
TOTAL TIME	Up to 157.5 hours	0

We may modify the components of the Initial Training program as needed. While we intend, as of the issuance date hereof, to conduct the initial training program virtually as explained above, we reserve the right to modify the delivery format of some or all of the training modules and, to the extent that we require in person training, you shall be required to attend. You will be responsible for any travel or wage expenses you incur as a result of your or your trainees participating in such training. We will not compensate you for work performed in an operating We Insure® Agency as part of the Initial Training program.

Failure to Complete the Initial Training Program:

If you (or your majority owner if you are an entity) fail to successfully complete the Initial Training program, you may be required to complete additional and/or Remedial Training courses. Failure to successfully complete Initial or Remedial Training may result in termination of your franchise agreement without refund. If you are required to participate in any such remedial training, you will be required to pay us the then-current additional training fee (currently, $150 per day per employee).

Additional/Ongoing Training

We may require you (or your majority owner if you are an entity) and/or any of your managers and employees to attend and successfully complete additional ongoing training. We may offer optional or mandatory additional ongoing training programs periodically. We may host additional or ongoing training at our corporate office, at your Agency, at another location we designate, or via webinars. We may charge you for our reasonable costs for such additional or ongoing training programs. In addition, you must pay the costs of wages and salaries, transportation, lodging, and meals for attendees.

In addition to the Initial Training program and additional ongoing training programs, you are strongly advised to periodically attend additional training provided by our Designated Carriers. The training offered by the Designated Companies varies in length although they typically do not assess a training fee. However, you are responsible for the cost of wages and salaries, transportation, lodging, and meals incurred during training for yourself and other trainees you send.

We may also require you to participate in E&O loss control seminars provided by our E&O insurance carrier from time to time, at your own expense. If you fail to participate in such

E&O seminars after our request, you may be assessed an additional amount for your E&O coverage.

We ordinarily do not provide training that may be required for you to satisfy continuing education or licensing requirements even though this education is required by regulatory agencies. This training may be obtained from industry groups, professional providers, or regulatory agency sponsored events. It is your sole obligation to satisfy any continuing education or licensing requirements.

Remedial Training

During the term of your agreement, we may require you, in our sole discretion, to participate in remedial training, via online learning, webinar, in-person at your Agency, or up to 5 days of training at a designated We Insure® Agency. You must complete any required Remedial Training to our satisfaction. We may suspend your systems access and Carrier privileges if you fail to do so. Remedial training is billable. See the Manual for the then-current additional training fee (currently $150). Franchisees are responsible for expenditures for travel, lodging, meals, miscellaneous travel expenses to attend any in-person training in addition to the Franchisor's fee.

Industry Testing and Certifications

During the term of your agreement, we may, in our sole discretion, require you to undergo industry-specific testing or obtain industry-specific certifications from time to time. You must complete these tests and certifications to our satisfaction and at your sole cost. You must complete them within the time frame specified in the Manual. Failure to do so is a violation of the Franchise Agreement.

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We grant you the right to operate your Agency at a specific location we approve (the "Site"). You must operate your Agency only from the Site and must receive our permission before relocating the Agency. You must notify us of your intention to relocate the Agency at least thirty days prior to such relocation and pay us our then-current relocation fee. We must approve your new location prior to you entering into a lease for such location. Our approval of the new Site will be based on our then-current site selection criteria, which includes general location and neighborhood, traffic patterns, parking, the retail nature of the proposed new location, physical characteristics of buildings, accessibility,

availability of prominent signage, lease terms, and competition from similar businesses in the area.

We do not grant you any territorial rights and the franchise is non-exclusive. We retain the right, among others, in any manner and on any terms and conditions we deem advisable, to compete with you. Specifically, but without limitation, we may establish other We Insure® Agencies located anywhere. We may grant another franchise for a We Insure® Agency or establish a company owned We Insure® Agency, at any place or location.

We require you to sell a minimum number of Insurance Products during each year of the Term (the "Production Standard").

Minimum Production Standards

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

Franchisor shall exercise at their reasonable discretion remedial assistance to any franchisee for whom does not meet the minimum standards. Such remedial assistance shall include but is not limited to the following: placed on an agency remedial action plan, offered additional training or guidance on industry standards and techniques, franchisee agency marketing strategies, recommendation of hiring producers, carrier and products review, and at our discretion assignment to one of our team members to working closely with the franchisee over a period of time deemed by us that is reasonable in all efforts to assist the franchisee rather than immediately default them.

If you fail to meet the Production Standard, or and, upon notice from us, fail to cure any defect, or fail to complete remedial assistance by us to our satisfaction, we may terminate your Franchise Agreement. You are not geographically restricted from soliciting or selling to customers within your state, and you may solicit or sell to customers outside your state with no additional fee paid to us however you must have the appropriate State required licensing to do so, however, that if you retain any employees or contractors to solicit or sell insurance outside of the State your Agency is located in, you must pay an additional Initial Franchise Fee. Other We Insure® Agencies are not restricted from soliciting or selling to customers. We and our affiliates retain the right, in our sole discretion, to solicit or sell to customers located anywhere. We are not required to compensate you for doing so.

You may not distribute, market, or implement our products and services in any channel

of distribution not specifically identified in the Franchise Agreement. You may not offer or sell any product or service incorporating the Marks or any variation thereof through e-commerce or establish an independent website or URL incorporating the Marks or any variation thereof, without our express prior written permission.

You do not receive options, rights of first refusal, or similar rights to acquire additional franchises. But you are welcome to apply for additional franchises.

We and our affiliates retain the right, in our sole discretion, to offer and sell other products and services using the Marks and the System or identified by other brands we or our affiliates control through channels of distribution other than through *We Insure®* agencies (including without limitation telephone or Internet marketing) to customers located anywhere. We and our affiliates also reserve the right, in our sole discretion, to offer and sell products and services through e- commerce, the Internet, telemarketing, television, newspapers and any other advertising medium to consumers located anywhere. Nothing in the Franchise Agreement gives you the right to conduct any of our activities described above or share in the revenue generated by any of these activities.

We and our affiliates reserve the right, in our sole discretion, to use the Marks and the System, and license others to use the Marks and the System, to engage in any other activities not expressly prohibited by the Franchise Agreement. We may operate or franchise an agency or other business using a dissimilar name, decor, and format without restriction. We or our affiliates may establish other franchises or company-owned or affiliate-owned agencies selling similar products or services under a different trade name or trademark, at any location, regardless of its proximity to the Agency. As disclosed in Item 1, PEAK6 and its affiliated subsidiaries offer federal flood insurance and other property and casualty coverages under the name Capacity Insurance Company and you may face competition from these businesses. We and PEAK6 will resolve any conflicts between our franchisees and these businesses. PEAK6's principal business address is disclosed in Item 1.

ITEM 13
TRADEMARKS

We grant you the non-exclusive right and license to use our principal Mark and associated logo and such other Marks as may be designated from time to time. You are required to use the Marks in operating the Agency, in advertising approved by us, in all business-related communications (including emails), and for other reasonable franchise-related purposes. Your use of the Marks is limited solely to the operation of your Agency.

You may not try to obtain or have ownership of any of the Marks.

Prior to registering your business entity with any applicable regulatory authority, all franchisees must submit a written request for the approval of the actual and "doing business as" ("d/b/a") name of their agency to us prior to commencing use of such names. The entity name of the agency may not include "We Insure". The "d/b/a" name of the agency must begin with "We Insure". Any d/b/a name that does not begin with "We Insure" is a material breach of the Franchise Agreement and subject to termination of the Franchise Agreement in additional to all other remedies available to us at law or otherwise. You must ensure that your entity's d/b/a designation complies with all applicable rules and regulations, including those mandated by the Secretary of State and/or the Department of Insurance.

Our principal Mark is "*We Insure"* with associated logo, shown as follows:

The following Marks are registered by us or our affiliates or principals with the USPTO on the Principal Register for the primary goods and services described in the table below:

Mark	Type of Mark	Goods and Services	Registration No.	Registration Date; Renewal Date
	Words, letters, and/or numbers in stylized form	Insurance administration in the field of home, auto, life, commercial property and casualty and workers' compensation	4807725	09/08/15; renewed 11/10/20

Mark	Type of Mark	Goods and Services	Registration No.	Registration Date; Renewal Date
		insurance products; Insurance agency and brokerage; Insurance consultation; Insurance premium rate computing; Providing information regarding policy rates for all types of insurance and electronic processing of insurance claims and payment data over a web-based Computer network.		
	Design plus words, letters, and/or numbers	Franchising, namely, offering business management assistance in the establishment and/or operation of insurance agencies, namely, assistance in the establishment and operation of personnel and business training, sales, marketing and advertising techniques, record-keeping and accounting methods pertaining to the business of various personal lines and commercial lines insurance products	4807719	09/08/15; renewed 11/10/20

Mark	Type of Mark	Goods and Services	Registration No.	Registration Date; Renewal Date
		including, home, auto, life, commercial property and casualty and workers' compensation insurance products.		
	Design plus words, letters and/or numbers	Insurance administration in the field of home, auto, life, commercial property and casualty and workers' compensation insurance products; Insurance agency and brokerage; Insurance consultation; Insurance premium rate computing; Providing information regarding policy rates for all types of insurance and electronic processing of insurance claims and payment data over a web-based Computer Network	4799481	08/25/15; renewed 10/9/20

Mark	Type of Mark	Goods and Services	Registration No.	Registration Date; Renewal Date
WE INSURE	Word mark	Franchise services, namely, offering business management assistance in the establishment and operation of personnel and business training, sales, marketing and advertising techniques, record- keeping and accounting methods pertaining to the business of various personal lines and commercial lines insurance products including, home, auto, life, commercial property and casualty, and workers' compensation insurance products	4982376	06/21/16

Mark	Type of Mark	Goods and Services	Registration No.	Registration Date; Renewal Date
WE INSURE	Word mark	Insurance administration in the field of home, auto, life, commercial property and casualty and workers' compensation insurance products; Insurance agency and brokerage; Insurance consultation; Insurance premium rate computing; Providing information regarding policy rates for all types of insurance and electronic processing of insurance claims and payment data over a web-based computer network.	4982370	06/21/16
	Design plus words, letters and/or numbers	Insurance services, namely, insurance brokerage services and insurance policy brokerage services; brokerage in the field of annuities and bonds and in particular, surety and fiduciary bonds	4256358	12/11/12; renewed 2/1/18

Mark	Type of Mark	Goods and Services	Registration No.	Registration Date; Renewal Date
TEAM we	Design plus words, letters and/or numbers	Insurance administration in the field of home, auto, life, commercial property and casualty and workers' compensation insurance products; Insurance agency and brokerage; Insurance consultation; Insurance premium rate computing; Providing information regarding policy rates for all types of insurance and electronic processing of insurance claims and payment data over a web based computer network	6191450	11/3/2020
TEAM we	Design plus words, letters and/or numbers	Franchise services, namely, offering business management assistance in the establishment and operation of insurance agencies relating to personnel and business training, sales, marketing and advertising techniques, record-keeping and accounting methods pertaining to the business of various personal lines and commercial lines insurance products including home, auto, life, commercial property and casualty, and workers' compensation	6202083	11/17/2020

Mark	Type of Mark	Goods and Services	Registration No.	Registration Date; Renewal Date
		insurance products.		

All required affidavits have been filed. There are no presently effective determinations of the USPTO, the trademark administrator of this state or any court, any pending interference, opposition or cancellation proceeding, nor any pending material litigation involving the Marks, which are relevant to their use in this state or the state in which the Agency is to be located. There are presently no other uses or proceedings.

There are no agreements currently in effect that significantly limit our rights to use or license the use of our Marks in any manner material to the Agency.

You must use the Marks only in accordance with System Standards. You may not establish or maintain a web site or other presence on the World Wide Web portion of the Internet that reflects any of the Marks or our copyrighted works as part of any URL or domain name, or that otherwise states or suggests your affiliation with us or the System. You may not cause or allow all or any recognizable portion of the Marks to be used or displayed as all or part of an e-mail address, Internet domain name, uniform resource locator ("URL"), or meta-tag, or in connection with any Internet home page, web site, or any other Internet-related activity without our express written consent, and then only in a manner and in accordance with the procedures, System Standards that we establish.

You must notify us of any challenges to your use of any Mark, and we have the sole discretion to take action that we deem advisable, if any. If we request your participation in an infringement action, we will pay the legal expenses you incur in participating on our behalf. We will indemnify you against and reimburse you for all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of the Marks resulting from claims by third parties that your use of any of the Marks infringes their trademark rights, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of our agreements with you. We will not indemnify you against the consequences of your use of the Marks except in accordance with the requirements of our agreements with you. You must provide written notice to us of any such claim and you must tender the defense of the claim to us. We may defend any such claim and if we do so, we will have no obligation to indemnify or reimburse you for your attorneys' fees. If we elect to defend the claim, we may manage the defense of the claim including the right to compromise, settle, or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

We do not know of any allegations that the Marks infringe any third party's rights.

You may not contest, directly or indirectly, our ownership, title, right or interest in any of

the Marks, trade secrets, methods, procedures, and advertising techniques which are part of the System or contest our sole right to register, use or license others to use such Marks, trade secrets, methods, procedures, or techniques.

The Franchise Agreement does not obligate us to protect the limited rights you have with respect to the Marks. You must notify us immediately when you learn about an infringement or challenge to your use of the Marks. We will take the action we think is appropriate. If we ask you for your assistance in defending the Marks, we will reimburse you for the reasonable costs you incur in doing so.

We may require you to modify or discontinue your use of the Marks if we determine that it is in the best interest of the System. We may require you to substitute names or marks if the substitution applies to all *We Insure®* franchisees. We may require you to replace signage identifying the Marks if we change the Marks, or if such signage fails into disrepair. You will be responsible for the costs of any such signage changes.

We also claim common law rights to our other designs, logos and trade dress items such as color schemes and appearance, but there have not been judicial determinations of the existence, validity, or extent of our rights. We claim and intend to rely on common law trade secret and unfair competition protection of materials and information you are granted the right to use under the Agency Owner Agreement.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any rights in or to any registered patents or copyrights that are material to the franchise. We believe and claim that we have common law copyright and trade secret protection and other proprietary rights relating to the System and the operation of your Agency and other *We Insure®* Franchised Agencies, including without limitation the Manual (collectively the "Confidential Information"). The Confidential Information also includes our customer service standards and other standards and protocols, promotional and marketing strategies, business methods, client information, and other techniques and know-how concerning the operation of the Agency which may be communicated to you or which you may be apprised by virtue of your operation of the Agency, as well as certain information regarding customers, including without limitation the Manual, lists of client accounts, lists of current customer and prospective customer names and addresses, information about credit extensions to customers, customer service purchasing histories, rates charged to customers, site selection criteria, plans and specifications of the development of Franchised Agencies, sales and marketing programs and techniques for *We Insure®* Franchised Agencies, supplier relationships, specifications and pricing for authorized products and equipment, management methods, computer systems and programs, policy expiration lists, and all other client account records, documents and information. We reserve all of these rights that we have in the Confidential Information.

We may, in our sole discretion, obtain patent or copyright registration for any unregistered items of Confidential Information.

In the Franchise Agreement, you agree to maintain the confidentiality of the Confidential Information, which we loan to you solely in connection with the operation of the Agency, and to disclose the Confidential Information to your employees only to the extent necessary for the operation of the Agency. You will not acquire any interest in the Confidential Information learned, other than the right to utilize the same in the ownership and operation of the Agency during the term of the Franchise Agreement. The use or duplication of the Confidential Information in any other business will constitute an unfair method of competition with us and our franchisees. You are obligated to immediately notify us of any knowledge you obtain that a third party is infringing on the Confidential Information or that a third party is claiming that your use of the Confidential Information infringes on their rights. Although we are not obligated to defend you against a claim of infringement by a third party, we will take such action we deem appropriate and will reimburse you for any costs you incur at our request for defending the Confidential Information against these third parties.

If you or your employees or principals develop any new concept, process, or improvement in the operation or promotion of your Agency, including, but not limited to, any modifications or additions to our proprietary materials, you must promptly notify us and provide us with all necessary related information, without compensation. Any new concept, process, or improvement will become our sole property and we will be the sole owner of all patents, patent applications, trademarks, copyrights, and other intellectual property rights related to such new concepts. You and your principals will assign to us any rights you may have or acquire in new concepts you or your employees develop, including the right to modify the concept, process, or improvement, and otherwise will waive and/or release all rights of restraint and moral rights to any new concepts you or your employees develop. You and your principals agree to assist us in obtaining and enforcing the intellectual property rights to any such concept, process, or improvement in any and all countries and further agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights. You and your principals will irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process, or improvement. If these provisions of the Franchise Agreement are found to be invalid or otherwise unenforceable, you and your principals will grant to us a worldwide, perpetual, non- exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent the use or sublicense would, absent the Franchise Agreement, directly or indirectly infringe on your rights to the new concepts.

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

If you are an individual, you must provide direct, on-premises supervision of the Agency. If you are a corporation, limited liability Company, partnership or other legal entity, the person or persons who is the "Majority Owner" of the entity (defined as the persons owning at least 51% of the ownership interests in the entity with full right to control business operations) must provide direct on-site supervision. Although we do not recommend it, another person with management responsibility who has successfully completed Initial Training can directly supervise the Agency instead of the Majority Owner, as long as that person successfully completes any ongoing training we require, may include training for, among other things, insurance products, sales and marketing, sales processing, management systems, office procedures, the Agency Management System and other computer software, and any other matters that we deem necessary and appropriate to enable the manager to operate the Agency in a professional manner. We call this manager a "Designated Manager" You must keep us informed at all times of the identity of the Designated Manager, and we may require you to replace a Designated Manager who performances are unsatisfactory. All Designated Managers must be approved by us prior to appointing this individual. 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. We reserve the right to have final approval on all the hired Designated Managers.

Any additions or modifications to your corporation ownership, members, equity interests, or agency operations such as the assigned Designated Manager must first be sent to us via email to compliance@weinsuregroup.com for approval. You must provide to us an operating agreement that outlines the individuals name, contact information, role, and percentage of equity interests and you must receive our approval before any modifications can be made.

Only a controlling member or members of the corporation who holds more than 51% equity interests may request changes to the agency information. Otherwise a corporate resolution will be required to make any changes requested such as but not limited to the Designated Manager assignment.

Neither the Designated Manager that you choose to provide direct, on-premises supervision of the Agency nor any licensed agent working at the Agency may have an interest or business relationship with any of our business competitors. The Designated Manager and licensed agents must sign a nondisclosure and noncompetition agreement in the form we require. If you are an entity, all your owners also must also sign a nondisclosure and noncompetition agreement.

We may require that you or others sign other agreements with us, like a Mutual Non-Disclosure Agreement (see Exhibit 98to this Franchise Agreement), a Post-Term Covenant Not To Compete (see Exhibit 7 to the Franchise Agreement), and a Guarantee, Indemnification, and Acknowledgment.

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

Post-Term Covenant Not to Compete. We will require all persons of your business entity (including your Manager and Producers) to execute the Post-Term Covenant Not To Compete, for which they will agree that for a period of two years after the term of their employment, regardless if they were independent contractors with your Agency, that they will not compete with us or any of our franchisees within a ten (10) mile driving radius of the former approved location for which the Agency operated it's business, including they will not solicit prospective customers, employees, producers, referral sources, or franchisees us defined in the Post-Term Covenant Not to Compete agreement.

We will require that all owners of the Agency business execute the Guarantee, Indemnification, and Acknowledgment under which they will agree to pay or perform on all obligations under the Franchise Agreement. No person other than members/shareholders/partners of the franchisee are required to execute the above documents or make a guarantee of any obligations.

The current form of guaranty of performance is attached to the Franchise Agreement as Exhibit 2.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Your adherence to System Standards is essential to the success of the Agency. To achieve uniformity, you must only offer and sell the Insurance Products we offer from time to time in strict accordance with our System Standards. You are not obligated to sell all Insurance Products we offer. You may not offer or sell, and must discontinue offering and selling, any product or service that we have not authorized. Specifically, but without limitation, you may not engage in brokering activity by or through a managing general agency. You may not quote, issue, or bind insurance policies in the excess and surplus lines market except through us or with our prior written permission.

Your relationship with us is exclusive. You may sell Insurance Products offered by Designated Carriers through us. We may periodically change approved products and services and there are no limits on our right to do so. You may not be a licensed agent, broker, or representative for any insurance company other than the Designated Carriers unless we authorize in writing. We determine which Designated Carriers you may use. We may change the list of approved Designated Carriers at any time, although we will give you notice of any such changes. If we remove a Designated Carrier from the approved list, you must stop doing business with that carrier. At our sole discretion, we may restrict or direct access to certain Designated Carriers at any time based on the underwriting requirements of the Designated Carriers or other related risk placement objectives.

You must maintain the required licenses to represent us and the Designated Carriers. You may not conduct any business with regard to any type of insurance that we have not approved or for which you are not licensed. You may not conduct any business of any kind from your Site other than the Agency.

Neither you, nor any of your agents, employees or contractors may share any agency management licensing. Each individual who is quoting must maintain their own person specific management license issued from our management vendor.

Periodically, we may allow certain products or services that are not otherwise authorized for general use as part of the System to be offered locally or regionally based upon such factors as we determine, including test marketing, for the purpose of either consumer or operational feedback or evaluation, your qualifications, and regional or local consumer preferences.

You must keep the Agency open during normal business hours on the days specified in the Manual. We do not impose any restriction that limits your access to customers. You must follow the procedures and notifications we designate when you are absent from supervising the Agency.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

The following table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary (See Note 4 below)
a. Length of the franchise term	3	The term is 5 years.

Provision	Section in Franchise Agreement	Summary (See Note 4 below)
b. Renewal or extension of the term	3	If you are in good standing, upon expiration of your original Franchise Agreement, you may request renewal of your franchise for another 5-year term. If we agree to grant you a renewal, you will sign our then current form of Franchise Agreement. This means that you may be asked to sign an agreement with terms and conditions that are materially different from those in your original agreement, sign a release of claims against us, and meet our qualifications and training requirements in effect at that time (subject to applicable state law).
c. Requirements for franchisee to renew or extend	3	Provide at least 3 months' notice, sign the current Franchise Agreement (which may have materially different terms than original), do any necessary remodeling, and sign a general release. "Renewal" of the franchise system means the renewal of your franchise for another 5-year term.
d. Termination by franchisee	16	Must provide us with 90 days' notice in writing. See Note 1 below.
e. Termination by franchisor without cause	None	No provision
f. Termination by franchisor with cause	16	We can terminate your Franchise Agreement if you are in default.
g. "Cause" defined- curable defaults	16, 17 Franchise Agreement	All other defaults not specified in this Section of the Franchise Agreement by the cure date specified.

Provision	Section in Franchise Agreement	Summary (See Note 4 below)
i. Franchisee's obligations on termination/non-renewal	13, 17	Upon termination or expiration, you must (i) cease operating the Agency Business, cease use of the System and use of the Licensed Marks; (ii) pay all amounts you owe to us; (iii) return the Manual and Confidential Information; (iv) transfer trade name registrations, business licenses as required by us; (v) cease using all telephone numbers, social media accounts, domain names and comply with the terms of the Conditional Assignment; (vi) de-identify the Premises; (vii) comply with non-compete covenant and confidentiality obligations; (viii) maintain customer escrow accounts; (ix) not disparage us or interfere in contracts to which we are a party.
j. Assignment of contract by franchisor	14	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	14	Includes transfer of Franchise Agreement, assets, or ownership interests.
l. Franchisor approval of transfer by you	14	We may approve all transfers but will not unreasonably withhold approval of transfers that meet our conditions.
m. Conditions for franchisor approval of transfer	14	New franchisee qualifies, proposed transfer is for a price that we deem reasonable; you are in compliance with your Franchise Agreement; transferee has satisfied all obligations owed to us; Agency Ownership Transfer Fee is paid (unless transferee is your natural or adopted child), purchaser's transfer agreement approved, training arranged,

Provision	Section in Franchise Agreement	Summary (See Note 4 below)
		release signed by you, and current agreement signed by new franchisee (also see "r" below).
n. Franchisor's right of first refusal to acquire franchisee's business	None	N/A
o. Franchisor's option to purchase franchisee's business	17	Upon termination, expiration, or non- renewal, we have the option to assume your lease and purchase the personal property associated with your business for its fair market value, which value we will negotiate with you in good faith. If we are unable to mutually agree on the fair market value, the value will be determined by an independent appraiser.
p. Death or disability of franchisee	14	If you or the owner of the majority of ownership interests in you dies or becomes disabled, your spouse or child may assume your rights under the Agreement as long as the transferee meets the standards of the Franchisor, completes training to our satisfaction, signs our then current form of Franchise Agreement for the balance of the term, and signs a release. If the transferee fails to notify us in writing that they wish to assume the franchise, the Franchise Agreement will terminate 90 days after death or disability.
q. Non-competition covenants during the term of the franchise	13	No involvement in competing business anywhere in the U.S.

Provision	Section in Franchise Agreement	Summary (See Note 4 below)
r. Non-competition covenants after the franchise is terminated or expires	13	No competing business for 2 years within 10 miles of the former Agency.
s. Modification of the agreement	23	No modifications without signed agreement, but Manual and Marks are subject to change.
t. Integration/merger clause	27	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Franchise Disclosure Document and Franchise Agreement may not be enforceable (subject to applicable state law).
u. Dispute resolution by arbitration or mediation	26	A reasonable effort must be made to resolve disputes by negotiation, mediation, or otherwise before filing suit.
v. Choice of forum	26	You may file suit either in the state court of the county where we have our principal place of business (currently, Duval County, Florida), or in the United States District Court for the Middle District of Florida (Jacksonville Division). We may file suit in either of such courts, or any other court in which jurisdiction and venue are proper (subject to applicable state law).
w. Choice of law	26	Florida law governs the Franchise Agreement (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or

potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Franchise 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.

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 franchise, however, we may provide you with the actual records of that franchise. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Director of Franchise Operations of We Insure, LLC at 1430 Prudential Drive, Jacksonville, Florida 32207, (855) 483-3901 and franchising@weinsuregroup.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
System-wide Outlet Summary For years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	84	93	+9
	2020	93	125	+32
	2021	125	186	+61
Company Owned	2019	1	1	0
	2020	1	0	+1
	2021	1	1	0
Total Outlets	2019	85	94	+9
	2020	94	126	+32
	2021	126	187	+61

Table 2
Status of Franchise Outlets For years 2019 to 2021

State	Year	Number of Transfers
All States	2019	0
	2020	0
	2021	0
Total	**2019**	**0**
	2020	**0**
	2021	**0**

Table 3

Status of Franchise Outlets For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	*Ceased Operation – Other Reasons	Outlets at End of Year
Alabama	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Arkansas	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Colorado								
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Delaware	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	83	14	4	0	0	0	93
	2020	93	31	9	0	0	0	115
	2021	115	39	17	0	0	0	137
Georgia	2019	2	0	1	0	0	0	1
	2020	1	2	0	0	0	0	3
	2021	3	4	0	0	0	0	7
Iowa	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Kansas	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Kentucky	2019	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	*Ceased Operation – Other Reasons	Outlets at End of Year
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Michigan	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Mississippi	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Missouri	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
New York	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
North Carolina	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	4	0	0	0	0	4
Oklahoma	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Oregon	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Pennsylvania	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	4	0	0	0	0	4
South Carolina	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Tennessee	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Texas	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	7	0	0	0	0	8

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	*Ceased Operation – Other Reasons	Outlets at End of Year
Virginia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Wisconsin	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Totals	**2019**	**85**	**14**	**5**	**0**	**0**	**0**	**94**
	2020	**94**	**41**	**9**	**0**	**0**	**0**	**126**
	2021	**126**	**77**	**17**	**0**	**0**	**0**	**186**

- *We Insure® Agencies historically have sold their rights to receive commissions in connection with the sales and service of Insurance Products (the "Book of Business") to other franchisees. The Rule calls for franchisors to report the numbers of outlets that have closed, with the assumption that the closed business is no longer an active part of the franchise network. When a Book of Business is sold in the We Insure® franchise network, that Book of Business often is absorbed into another operating agency. The agency selling the Book of Business may close, but often another agent continues to service the Client Accounts in that Book of Business, so We Insure® does not consider such agencies "closures" as defined in the Rule.

- For the purpose of reporting on Table 3, "Reacquired by Franchisor", we will disclose those offices that discontinued operations at their location prior to the end of their franchise agreement. In these cases, the Franchisor or the existing franchisee absorbs the "Book of Business" and issues a form of consideration.

Table No. 4

Status of Company-Owned Outlets For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Florida	2019	1	1	0	0	0	2
	2020	2	0	0	1	0	1
	2021	1	0	0	0	0	1
Total	2019	1	1	0	0	0	2
	2020	2	0	0	1	0	1
	2021	1	0	0	0	0	1

Table 5

Projected Openings as of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	6	0
Arkansas	0	1	0
California	0	2	0
Colorado	0	3	0
Florida	5	8	0
Georgia	0	3	0
Indiana	1	0	0
Kentucky	1	0	0
Massachusetts	1	3	0
Maryland	1	0	0
New Jersey	1	4	0
New York	0	5	0
North Carolina	1	5	0
Ohio	2	5	0
Pennsylvania	2	8	0
South Carolina	0	5	0
Tennessee	0	3	0
Texas	1	10	0
Virginia	2	0	**0**
Utah	0	4	**0**
TOTAL	**18**	**75**	**0**

Lists of our current and former franchisees are attached as Exhibit G. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Within the last three years, franchisees have signed confidentiality provisions restricting their ability to speak openly about their experience with the We Insure® franchise system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the We Insure® franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We do not sponsor or endorse any franchisee organizations, and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document.

No franchisee has executed a franchise agreement in the last fiscal year but not opened their franchise location as of the end of the last fiscal year (2020).

ITEM 21
FINANCIAL STATEMENTS

Exhibit A contains:

Unaudited Balance Sheet and Income Statement for We Insure, LLC through June 30, 2022; and,

Audited financial statements for We Insure, LLC (formerly known as We Insure, Inc.) for the fiscal year ending December 31, 2019, and December 31, 2020 and December 31, 2021.

ITEM 22
CONTRACTS

The following agreements and other required exhibits are attached to this Franchise Disclosure Document in the pages immediately following:

Exhibit B:	Franchise Compliance Certification
Exhibit C:	Franchise Agreement
Exhibit D:	Form of Promissory Note and Guaranty
Exhibit E:	Purchase and Sale Agreement
Exhibit J:	General Release Language

ITEM 23
RECEIPTS

The last two pages of this Franchise Disclosure Document (as Exhibit K) are detachable Receipts acknowledging your receipt of this Franchise Disclosure Document. Please sign and date both Receipts (as of the date you received this Franchise Disclosure Document), return one (1) Receipt to us and retain one (1) for your records. If you are missing these Receipts, please contact us at, We Insure, LLC, 1430 Prudential Drive, Jacksonville, Florida 32207, Telephone: (855) 483-3901.

EXHIBIT A
FINANCIAL STATEMENTS

WE INSURE, LLC
(A WHOLLY OWNED SUBSIDIARY OF PEAK6 INSURTECH HOLDINGS, LLC)

JACKSONVILLE, FL

AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION

YEAR ENDED DECEMER 31, 2021

WE INSURE, LLC
(A WHOLLY OWNED SUBSIDIARY OF PEAK6 INSURTECH HOLDINGS, LLC)

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1-3
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Balance Sheet	4-5
Consolidated Statements of Income	6
Consolidated Statements of Changes in Member's Equity	7
Consolidated Statements of Cash Flows	8
Notes to Consolidated Financial Statements	9-22

Report of Independent Auditors

To the Shareholders and Board of Directors of We Insure, LLC

Opinion

We have audited the consolidated financial statements of We Insure, LLC ("the Company"), which comprise the consolidated balance sheet as of December 31, 2021, and the related consolidated statements of income, changes in member's equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter – Business Combination

As disclosed in Notes 2 and 11 to the consolidated financial statements, on October 22, 2021, PEAK6 InsurTech Holdings, LLC acquired 100% of the equity interest in the Company. Management elected to push down the purchase accounting adjustments from the transaction to the Company's consolidated balance sheet. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The additional detail presented in the consolidated statements of income, changes in member's equity and cash flows for the pre- and post-acquisition periods is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Raleigh, North Carolina
April 19, 2022

We Insure, LLC
Consolidated Balance Sheet
December 31, 2021

ASSETS

	As of 12/31/21
CURRENT ASSETS	
Cash & Cash Equivalents - *Note 3*	$ 527,643
Accounts Receivable - *Note 4*	2,965,507
Other Receivables	11,747
Inventory	4,110
Prepaid Expenses	226,186
Franchise Fees Receivable, current portion - *Note 5*	96,210
Deferred Sales Commissions, current portion - *Note 6*	375,693
TOTAL CURRENT ASSETS	4,207,096
RIGHT-OF-USE OPERATING LEASE ASSETS, NET - *Note 10*	732,685
PROPERTY AND EQUIPMENT, NET - Note 7	288,257
INTANGIBLE ASSETS, NET - *Note 2*	21,132,000
GOODWILL - *Note 11*	37,012,006
OTHER ASSETS	
Franchise Fees Receivable, net of current portion - *Note 5*	38,700
Deferred Sales Commissions, net of current portion - *Note 6*	1,160,008
Deposits	7,016
TOTAL OTHER ASSETS	1,205,724
TOTAL ASSETS	$ 64,577,768

See accompanying notes to the consolidated financial statements.

We Insure, LLC
Consolidated Balance Sheet
December 31, 2021

LIABILITIES AND MEMBER'S EQUITY

	As of 12/31/21
CURRENT LIABILITIES	
Accounts Payable	$ 1,242,018
Commissions Payable	1,611,067
Deferred Franchise Fees - current portion - *Note 8*	792,369
Other Accrued Expenses	135,210
Trust Premium Deposits	116,901
Current Portion of Lease Liabilities - Operating - *Note 10*	440,239
TOTAL CURRENT LIABILITIES	4,337,804
LONG-TERM LIABILITIES	
Deferred Franchise Fees - net of current portion	2,383,028
Long Term Lease Liabilities - Operating, less current portion - *Note 10*	298,948
TOTAL LONG-TERM LIABILITIES	2,681,976
TOTAL LIABILITIES	7,019,780
MEMBER'S EQUITY	
Additional Paid-in Capital	57,500,000
Retained Earnings	57,988
	57,557,988
TOTAL MEMBER'S EQUITY	57,557,988
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 64,577,768

See accompanying notes to the consolidated financial statements.

We Insure, LLC
Consolidated Statements of Income
Year Ended December 31, 2021

	Pre-Acquisition 1/1/21 - 10/22/21	Post-Acquisition 10/23/21 - 12/31/21	Year Ended 12/31/2021
REVENUES			
Commission Income	$ 20,738,845	$ 4,902,744	$ 25,641,589
Contingent Income	485,265	200,111	685,376
Fees - Agent Owner	1,420,249	364,587	1,784,836
Franchise Sales	505,758	147,760	653,518
Marketing Fund Fees	387,159	101,281	488,440
Other Revenues	114,027	24,556	138,583
TOTAL REVENUES	23,651,303	5,741,039	29,392,342
COST OF SALES			
Agency/Territory Buy-Outs	193,265	9,284	202,549
Commissions	13,421,367	3,291,235	16,712,602
Other Costs	8,893	3,955	12,848
Production	5,951	273	6,224
Wages	154,255	44,645	198,900
TOTAL COST OF SALES	13,783,731	3,349,392	17,133,123
GROSS PROFIT	9,867,572	2,391,647	12,259,219
OPERATING EXPENSES	8,666,009	2,322,989	10,988,998
INCOME FROM OPERATIONS	1,201,563	68,658	1,270,221
OTHER REVENUES AND EXPENSES			
Interest Income	132,181	2,659	134,840
Grant Income	7,887	-	7,887
Loss on Disposal of Assets	-	(4,198)	(4,198)
Interest Expense	(135,396)	(2,630)	(138,026)
TOTAL OTHER INCOME (EXPENSE)	4,672	(4,169)	503
NET INCOME	$ 1,206,235	$ 64,489	$ 1,270,724

See accompanying notes to the consolidated financial statements.

We Insure, LLC
Consolidated Statements of Changes in Member's Equity
Year ended December 31, 2021

	Common Stock	Additional Paid-In Capital	Treasury Stock	Retained (Deficit) Earnings	Total Stockholder's Equity
Balance, December 31, 2020	**$ 10,000**	**$ 1,518,468**	**$ (1,666)**	**$ (378,621)**	**$ 1,148,181**
Pre-Acquisition:					
Capital Contributions		3,807,931			3,807,931
Stockholder Distributions				(6,536,597)	(6,536,597)
Net income				1,206,235	1,206,235
Balance, October 22, 2021	**$ 10,000**	**$ 5,326,399**	**$ (1,666)**	**$ (5,708,983)**	**$ (374,250)**
Post-Acquisition:					
Purchase Acquisition	(10,000)	52,173,601	1,666	5,708,983	57,874,250
Prior Period Adjustment-Lease				(6,501)	(6,501)
Net income				64,489	64,489
Balance, December 31, 2021	**$ -**	**$ 57,500,000**	**$ -**	**$ 57,988**	**$ 57,557,988**

See accompanying notes to the consolidated financial statements.

We Insure, LLC
Consolidated Statements of Cash Flows
December 31, 2021

	Pre-Acquisition 1/1/21 - 10/22/21	Post-Acquisition 10/23/21 - 12/31/21	Year Ended 12/31/2021
Cash Flows from Operating Activities			
Net Income	$ 1,206,235	$ 64,489	$ 1,270,724
Depreciation	28,685	6,577	35,262
(Increase) / decrease in:			
Accounts Receivable	359,559	(736,136)	(376,577)
Other Receivables	4,795	(6,133)	(1,338)
Franchise Fees Receivables	231,454	(3,804)	227,650
Inventory	-	4,719	4,719
Prepaid Expenses	(223,857)	85,518	(138,339)
Deferred Franchise Sales Incentive	(897,663)	(30,305)	(927,968)
Deposits	-	12,684	12,684
Increase / (decrease) in:			
Accounts Payable	509,661	(232,912)	276,749
Commissions Payable	(206,135)	515,823	309,688
Accrued Wages	(193,031)	-	(193,031)
Agency Settlement	(72,706)	-	(72,706)
Other Accrued Expenses	75,804	(42,832)	32,972
Trust Premium Deposits	181,113	(65,922)	115,191
Deferred Franchise Fees	1,520,556	57,945	1,578,501
Deferred Rent	-	(12,040)	(12,040)
Net Cash Provided by Operating Activities	**2,524,470**	**(382,329)**	**2,142,141**
Cash Flows from Investing Activities			
Property and Equipment	(84,360)	(29,232)	(113,592)
Agency Owner Loans Receivable	31,213	-	31,213
Net Cash Provided by Investing Activities	**(53,147)**	**(29,232)**	**(82,379)**
Cash Flows from Financing Activities			
Payment on Line of Credit	(138,793)	-	(138,793)
Stockholder Loans	479,435	-	479,435
Stockholder Distributions	(3,498,997)	-	(3,498,997)
Capital Contributions	3,807,931	-	3,807,931
Payments on Long Term Debt	(3,030,221)	-	(3,030,221)
Net Cash Provided by Financing Activities	**(2,380,645)**	**-**	**(2,380,645)**
Net Increase in Cash	**90,678**	**(411,561)**	**(320,883)**
Cash at beginning of Year	**$ 848,526**	**$ 939,204**	**$ 848,526**
Cash at end of Year	**$ 939,204**	**$ 527,643**	**$ 527,643**
Significant Noncash Transactions			
Acquisition of Right of Use Asset	$ -	$ 732,685	$ 732,685
Initial Recording of Operating Lease Liability	-	(739,187)	(739,187)
Goodwill from Business Combination	-	37,012,006	37,012,006
Intangible Assets from Business Combination	-	21,132,000	21,132,000
Stockholder Loans Written Off	3,037,600	-	3,037,600

See accompanying notes to the consolidated financial statements.

Note 1 – Nature of Business

We Insure, LLC and its wholly-owned subsidiary We Insure Julington Creek, LLC (collectively, "the Company") is a wholly-owned subsidiary of PEAK6 InsurTech Holdings, LLC. The Company is in the business of selling insurance agency franchises. The Company also provides a vast array of market access through a centralized broker hub to all its franchisees. In addition, the Company provides all customer service-related tasks for all policies on behalf of the franchisees.

Note 2 – Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The summary of significant accounting policies of the consolidated financial statements of We Insure, LLC and its wholly-owned subsidiary We Insure Julington Creek, LLC are presented to assist in understanding the financial statements of the consolidated entities. The consolidated financial statements and notes are representations of the Company's ownership who are responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America ("GAAP") and they have been consistently applied in the presentation of the consolidated financial statements. All significant intercompany accounts and transactions have been eliminated in the consolidated financial statements.

On October 22, 2021, the Company was acquired by PEAK6 InsurTech Holdings, LLC ("the Parent"), as such the period from January 1, 2021 through October 21, 2021 reflects the historical cost basis of accounting of the Company that existed prior to the acquisition (see Note 12). This period is referred to as "Pre-Acquisition 1/1/2021 – 10/21/2021." The period from October 22, 2021 through December 31, 2021 is referred to as "Post-Acquisition 10/22/2021 – 12/31/2021." The post-acquisition period reflects the cost and activities as well as recognition of assets and liabilities of the Company at their fair values pursuant to the election of pushdown accounting as of the consummation of the acquisition (see Note 12).

Due to the application of acquisition accounting by the Parent, the election of pushdown accounting, and the conforming of significant accounting policies, the results of operations, cash flows and other financial information of the post-acquisition period are not comparable to the pre-acquisition period.

Organizational Structure

The Company is organized as a Florida limited liability company and is subject to a corresponding limited liability company agreement. Under this agreement, members own common units of the Company and there is currently a single class of unit. The Parent owns 100% of the issued and outstanding common units.

Cash and Cash Equivalents

Cash and cash equivalents are reported at cost, which approximates fair value. The Company considers all investments, including money market accounts, with an original maturity of three months or less when purchased to be cash equivalents. The Company maintains cash balances at various financial institutions. Cash accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") for limits up to $250,000 per depositor. As of December 31, 2021, the Company's cash balances in banks totaled $527,643. At various times during the year, the Company's cash balances are in excess of FDIC insurance coverage. Management believes the Company's cash balances are held in high-quality institutions, and, therefore, the Company's credit risk is at an acceptable level.

Note 2 – Significant Accounting Policies (Continued)

Restricted Cash

The Company maintains a restricted cash balance for customer premium deposits which equals or exceeds the Trust Premium Deposits liability. The Company also maintains a restricted cash balance for funds deducted from agent commissions designated for national advertising expenses.

The chart below shows the cash, cash equivalents and restricted cash within the consolidated statement of cash flows as of December 31, 2021:

	2021
Cash and cash equivalents	$ 360,261
Restricted cash	167,382
Total Cash, Cash Equivalents and Restricted Cash	$ 527,643

Use of Estimates

The preparation of consolidated 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 assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable

Accounts receivable are stated at net invoice amounts, which approximates fair value. Management provides for probable uncollectible amounts through a charge to earnings and a credit to an allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance. At December 31, 2021 no allowance was considered necessary.

Bad debt expense was $14,632 for the year ending December 31, 2021.

Franchise Fees Receivable

Franchise fees receivable are presented on the consolidated balance sheet net of estimated uncollectible accounts, which approximates fair value. Management closely monitors outstanding receivables and charges off to expense all amounts that are determined to be uncollectible. At December 31, 2021, management of the Company considered all remaining franchise fees receivable to be fully collectible; accordingly, there is no allowance for doubtful accounts.

Bad debt expense was $13,000 for the year ending December 31, 2021.

Note 2 – Significant Accounting Policies (Continued)

Property and Equipment

Property, plant and equipment are recorded at cost. The Company uses a capitalization threshold of $10,000. Depreciation is computed using the straight-line method. Assets are depreciated over their estimated useful lives. Costs of maintenance and repairs are charged to expense when incurred.

Intangible Assets

Intangible assets include customer relationships, trade name, and value of business acquired ("VOBA"). Trade name has an indefinite useful life and is not being amortized, but instead tested for impairment at least annually in accordance with the provision of FASB ASC 350, Intangibles - Goodwill and Other. Customer relationships and VOBA are amortized over their estimated useful lives of 20 years and 5 years, respectively.

Intangible assets consist of the following at December 31:

	Amount
Customer Relationships	$ 17,890,000
Trade Name	1,630,000
Value of Business Acquired	1,612,000
Total	$ 21,132,000

Amounts to be amortized as of December 31:

Year	Amount
2022	$ 1,797,420
2023	1,977,145
2024	2,335,980
2025	2,622,399
2026	2,754,567
Thereafter	8,014,489
Total	$ 19,502,000

Goodwill

Goodwill represents the excess of purchase consideration over fair value of net assets acquired in the purchase of the Company. Goodwill has an indefinite useful life and is not being amortized, but instead tested for impairment at least annually in accordance with the provision of FASB ASC 350, Intangibles - Goodwill and Other.

Note 2 – Significant Accounting Policies (Continued)

Lease Accounting Policies

The Company determines if an arrangement is or contains a lease at inception. Operating lease right-of-use assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. Lease payments consist primarily of the fixed payments under the arrangement, less any lease incentives. The Company generally uses an incremental borrowing rate estimated based on the information available at the lease commencement date to determine the present value of lease payments, unless the implicit rate is readily determinable. Lease expense for lease payments is recognized on a straight-line basis over the lease term in Building Rental expense.

Lease and non-lease components for all leases are accounted for separately. Additionally, the Company does not record leases on the balance sheet that, at the lease commencement date, have a lease term of 12 months or less.

The Company adheres to the requirements of Accounting Standards Update ("ASU") 2016-02 *Leases* (Topic 842). Operating leases are included in operating lease right-of-use assets, current portion of lease liabilities - operating, and long-term lease liabilities - operating, less current portion in our consolidated balance sheets. The Company did not have any material financing leases in the period presented.

Employee Benefit Plan

The Company has a defined contribution 401(k) plan ("the Plan") that covers substantially all full-time employees of who have completed 6 months of service and are age 21 or older and substantially all part-time employees of the Company who have completed 1,000 hours of service within 12 consecutive months of the respective employee's employment commencement date and are age 21 or older. The Plan does not cover certain residents of Puerto Rico or leased employees. Discretionary employer matching contributions of 50 percent on the first 6 percent of eligible compensation are provided for by the Plan. There were total employer contributions of $172,318 for the year ended December 31, 2021.

Accounts Payable

Accounts payable consist of various liabilities that have been estimated and accrued, at approximate fair value. It also includes the portion of commissions payable that will be paid in the following month.

Commissions Payable

Commissions payable consist of commissions payable to agents that have been accrued, at approximate fair value, but not paid as of year-end. It consists of the portion of commissions payable that will be paid after the following month.

Income Taxes

Pre-Acquisition 1/1/2021 – 10/21/2021, the Company was treated as an S Corporation for federal income tax purposes. The Company agreed to make the election to file their federal and state income tax returns on a consolidated basis. In lieu of corporation income taxes, the stockholder of an S Corporation is taxed on his proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxed had been included in the financial statements.

Note 2 – Significant Accounting Policies (Continued)

Post-Acquisition 10/22/2021 – 12/31/2021, the Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. The Parent is liable for taxes related to the Company's earnings.

Revenue Recognition

The Company has four main revenue streams, including commission income, contingent income, franchise sales, and fees – agent owners. The accounting policies for revenue recognition reflect the application of the Financial Accounting Standards Board's ASU 2014-09, Revenue from Contracts with Customers (Topic 606).

Commission Income

Commission income is recognized on the effective date of the associated policies after the performance obligation has been fulfilled. The Company's performance obligation is to sell and bind the policy with a carrier.

The Company receives commissions whenever a policy is issued or renewed. The consideration is highly susceptible to factors outside its influence, and the uncertainty could stretch over multiple years. The Company uses historical data about customer renewal patterns and can estimate a minimum amount of variable consideration for which it is probable that a significant reversal of cumulative revenue will not occur. As such, the Company recognizes commission income as of the policy effective date, and no reserve has been recorded. Policies are cancellable with a prorated refund.

Contingent Income

The Company may also be eligible for certain contingent commissions from underwriters based on the attainment of specified metrics (i.e., volume and loss ratio measurements related to the Company's placements). Contingent commissions income is recognized when the performance obligation, achievement of the specified metric, has been fulfilled. Due to the uncertainty of the amount of the contingent consideration that will be received, the estimated revenue is constrained to an amount that is probable to not have a significant negative adjustment. Contingent consideration is generally received in the first quarter of the subsequent year and is non-refundable.

Franchise Sales

The Company considers a franchise agreement to be a license with a performance obligation to provide franchisees with access to We Insure intellectual property including branding, trade names, and logos. Revenue from initial franchise fees are recognized over the term of the franchise agreement. If a franchise is closed, the unamortized franchise sales fee is recognized in full upon termination.

The Company executes franchise agreements that set the terms of its arrangement with each franchisee. The franchise agreements require the franchisee to pay an initial, non-refundable fee. The liability for Deferred Franchise Fees is recorded to account for consideration received for which revenue is unearned. The initial franchise fee is recognized as income over the life of the franchise agreement, generally for a period of five years.

Note 2 – Significant Accounting Policies (Continued)

The franchise agreement does not provide for the franchisee to make royalty payments based on the franchisee's sales.

Carriers pay commissions based on the Company's sales. The Company pays the commissions earned by each Agency after subtracting fees and costs due to the Company and a percentage of commissions earned based on Agency type and options selected. The Company reports commission income from carriers gross of agency commission expense because the Company is the principal in the contracts with the carriers.

Due to a limited number of territory franchises, the Company may reach the point where existing markets become saturated and initial franchising revenue declines. Unless new markets are entered into, franchise revenues after market saturation will come primarily from continuing and renewal fees for existing franchises.

The Company provides for financing of a portion of the initial investment fee. In previous years, fees could be financed over a period of years. In 2021, initial franchise fees may only be financed over a period of less than one year. Interest rates range from 0.0% (those financed for less than one year) to 18% (financing greater than one year).

Fees - Agent Owners

Various fees assessed to agency owners for services provided by the Company are recognized as revenue over time when the performance obligation, monthly support, has been provided. These fees are non-refundable.

Deferred Sales Commissions

Costs specifically related to the sale of a specific franchise are capitalized and amortized over time based on the period in which costs are expected to be recovered. These costs recorded to Deferred Sales Commissions are amortized to Operating Expenses over the life of the associated franchise agreement, generally over five years.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of a respiratory disease caused by a new coronavirus as a pandemic. First identified in late 2019 and now known as COVID19, the outbreak has impacted millions of individuals worldwide. In response, many countries, states, and localities have implemented measures to combat the outbreak that has impacted global business operations.

Management has assessed the impact that the pandemic has had on operations during the year ended December 31, 2021 and through the date of issuance of the consolidated financial statements, noting no impact. No impairments were recorded during 2021, as no triggering events or changes in circumstances had occurred as of period end; however, due to the significant uncertainty surrounding the situation, management's judgment regarding this could change in the future. In addition, while the Company's results of operations, cash flows, and financial condition could be negatively impacted by the pandemic in the future, the extent of any potential impact cannot be reasonably estimated at this time.

Note 2 – Significant Accounting Policies (Continued)

In the normal course of business, the Company is party to litigation from time to time. The Company maintains insurance to cover certain actions and believes that resolution of such litigation will not have a material adverse effect on the Company.

Adopted Accounting Pronouncements

Effective January 1, 2021, the Company early adopted the requirements of Accounting Standards Update ("ASU") 2016-02, *Leases* (Topic 842). The objective of this ASU, along with several related ASUs issued subsequently, is to increase transparency and comparability between organizations that enter into lease agreements. For lessees, the key difference of the new standard from the previous guidance (Topic 840) is the recognition of a right-of-use ("ROU") asset and lease liability on the balance sheet. The most significant change is the requirement to recognize ROU assets and lease liabilities for leases classified as operating leases. The standard requires disclosures to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. As part of the transition to the new standard, the Company was required to measure and recognize leases that existed at January 1, 2021 using a modified retrospective approach. The Company elected, as a practical expedient, to use hindsight for purposes of determining lease term. The adoption of Topic 842 resulted in the recognition of an operating ROU asset and operating lease liability of $732,685 and $739,187, respectively. A cumulative effect adjustment of $6,501 was recorded at the initial application date of January 1, 2021.

Upcoming Accounting Pronouncements

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments. The ASU includes changes to the accounting and measurement of financial assets including the Company's accounts receivable by requiring the Company to recognize an allowance for all expected losses over the life of the financial asset at origination. This is different from the current practice where an allowance is not recognized until the losses are considered probable. The new guidance will be effective for the Company's year ending December 31, 2023. Upon adoption, the ASU will be applied using a modified retrospective transition method to the beginning of the earliest period presented. Early adoption for all institutions is permitted for fiscal years beginning after December 15, 2018.

Note 3 – Restricted Cash

Restricted cash included in the balance sheet caption "Cash and cash equivalents" consists of the following at December 31:

		Amount
Customer premium deposits	$	116,901
National advertising fund		50,481
Total	$	167,382

A separate bank account must be maintained for customer premium deposits which equals or exceeds the Trust Premium Deposits liability. A separate bank account is maintained for funds deducted from agent commissions designated for national advertising expenses.

Note 4 – Accounts Receivable

Accounts receivable consist of the following at December 31:

	Amount
Carrier commissions receivable	$ 2,475,667
Contingent income receivable	418,569
Agent receivables	71,271
Total	$ 2,965,507

Note 5 - Franchise Fees Receivable

The following is a schedule of maturities of franchise fees receivable at December 31:

Year	Amount
2022	$ 96,210
2023	13,404
2024	6,000
2025	19,296
Total	$ 134,910

Note 6 – Deferred Sales Commissions

The Company capitalizes commissions paid to obtain franchise contracts and which they deem to be recoverable. The costs are amortized over the initial five-year term of the franchise agreement. Deferred sales commissions totaled $1,535,701 at December 31, 2021.

Amounts to be amortized as of December 31:

Year	Amount
2022	$ 375,693
2023	376,208
2024	376,042
2025	304,800
2026	102,958
Total	$ 1,535,701

Note 7 - Property and Equipment

Property and Equipment consist of the following at December 31:

		Amount	Depreciable Life - Years
Computer equipment	$	196,327	5
Computer software		25,035	3
Furniture and fixtures		140,343	7
Leasehold improvements		116,345	2-3
Total cost		478,050	
Total accumulated depreciation and amortization		189,793	
Net property and equipment	$	288,257	

Depreciation and amortization expense were $35,262 and included in Operating Expenses for the year ended December 31, 2021.

Note 8 – Deferred Franchise Fees

Deferred Franchise Fees are franchise agreement initial fees being recognized as revenue over a period of time, generally the five-year life of the franchise agreement.

Revenue to be recognized over time is as follows:

Year		Amount
2022	$	792,369
2023		792,386
2024		792,386
2025		614,484
2026		183,772
Total	$	3,175,397

Note 9 - Prior Period Adjustment

Retained earnings of the prior period has been adjusted for information discovered in the current year that effected certain previous year's financial information. The correction had no effect on the results of the current year's activities; however, the cumulative effect decreased retained earnings by $6,501. Certain balance sheet comparative figures have been adjusted to reflect the prior period adjustments as follows:

	As Previously Reported	As Adjusted	Net Change
ROU Asset	$ -	$ 732,685	$ 732,685
Lease Liability	$ -	$ 739,187	$ 739,187
Retained Earnings	$ (378,621)	$ (385,122)	$ (6,501)

Note 10 – Operating Leases

The Company has entered into operating leases for office space. In Julington Creek, FL, a lease commenced on June 30, 2019 for a five-year term. Rent escalations are scheduled annually over the term of the lease. In Jacksonville, FL, a lease commenced on January 1, 2021 for a three-year term. Rent escalations are scheduled annually over the term of the lease. The leases require the Company to pay for maintenance and other costs, which are billed separately, outside of the base rent.

Total rent expense (operating lease costs) under these leases was $194,804 for 2021. The table below does not include maintenance and other costs, as they are not measurable for all years.

Total cash paid for amounts included in the measurement of operating lease liabilities was $194,804 for the year ended December 31, 2021. Operating lease liabilities arising from obtaining operating right-of-use assets for the lease commencing in 2021 was $621,992. As of December 31, 2021, the weighted-average remaining lease term is 2.2 years, and the weighted-average discount rate is 3.25%.

On January 1, 2021, the date that ASU 2016-02, *Leases* (Topic 842) was adopted, the Company had a line of credit with a rate of 3.25% which was designated as the incremental borrowing rate.

Note 10 – Operating Leases (Continued)

Maturities of operating lease liabilities as of December 31, 2021 are presented in the table below:

Years Ending December 31	Amount
2022	$ 475,317
2023	288,933
2024	15,696
2025	-
2026	-
Total operating lease payments	779,946
Less: imputed interest	(40,759)
Present value of operating lease liabilities	$ 739,187

The Company surrendered the Julington Creek, FL, lease as of August 6, 2021. The Company is obligated to make the scheduled lease payments until a replacement tenant has commenced paying rent. There was not a replacement tenant as of December 31, 2021.

Note 11 – Business Combinations

On October 22, 2021 PEAK6 Insurtech Holdings, LLC acquired 100% of the equity interest in We Insure Group, Inc., which was converted to We Insure, LLC immediately prior to the acquisition, for $28 million in cash and $29.5 million in equity, in a business combination. The Parent believed the acquisition would create synergies and expand the Company's insurance business into the home, auto and business space, leveraging the robust processes and customers already in place at the Company. As shown in the following table, the fair value of total identifiable assets acquired and liabilities assumed was $26.6M million and $6.1M, respectively. Goodwill generated from the acquisition was $37 million and primarily attributable to synergies expected to arise after the acquisition. The table below shows the opening statement of financial condition for the Company as of October 22, 2021.

Assets:	**Preliminary Allocation**
Cash	$ 939,203
Accounts Receivable	153,240
Income Receivable	2,175,247
Inventory Asset	8,829
Prepaid Expenses	311,705
AO Commission Receivables	84,822
Fixed and Other Long-Term Assets	1,795,364
Customer Relationships	17,890,000
Trade Name	1,630,000
Value of Business Acquired	1,612,000
Goodwill	37,012,007
Total Assets Acquired	63,612,417
Liabilities:	
Accounts Payable	1,475,219
Accrued Expenses	161,229
Trust Customer Payments Liability	182,823
Commission Payable	1,147,130
Other Current Liabilities	28,565
Deferred Franchise Fee Income	3,117,451
Total Liabilities Assumed	6,112,417
Fair Value of assets acquired	**$ 57,500,000**

The applicable accounting guidance for business combinations, fair values of the assets purchased, liabilities assumed, and related identifiable assets are preliminary and subject to refinement for up to one year after the closing date of acquisition.

Note 12 - Related Party Transactions

Notes Receivable

The Company had three stockholder notes receivable of which the balances were received in full as of December 31, 2021. Details from the notes are as follows:

(1) The Company had a note receivable from the stockholder that was unsecured. The balance of the loan was written off and recorded to shareholder distributions for $270,412 in 2021. As of December 31, 2021, the balance on this note was $0. Interest on the note was imputed at the blended applicable federal rate. Imputed interest totaled $2,782 for the year ended December 31, 2021.

(2) The Company had another note receivable from the stockholder that was unsecured. The note required monthly principal and interest payments of $39,214, including interest at 5.5% per annum. The note also required semi-annual principal reductions, commencing in March 2019, equal to 50% of franchise fees paid to the Company. Imputed interest totaled $119,035 for the year ended December 31, 2021. Effective March 10, 2020, the bank agreed to waive the additional principal reduction requirement for 2020. The balance of the loan was written off and recorded to shareholder distributions for $2,498,424 in 2021. As of December 31, 2021, the balance on this note was $0.

(3) The Company had a note receivable from the stockholder that was unsecured. Interest on the note is imputed at the blended applicable federal rate. The loan required monthly principal and interest payments of $3,679 per month, including interest at .84% per annum. Imputed interest totaled $1,803 for the year ended December 31, 2021. The balance of the loan was written off and recorded to shareholder distributions for $268,764 in 2021. As of December 31, 2021, the balance on this note was $0.

Notes Payable

The Company had a note payable from a financial institution issued in August 2018. The note required monthly principal and interest payments of $39,214, including interest at 5.50% per annum, calculated on the basis of a 360-day year for the actual number of days elapsed. The note also required, in addition to the monthly payments, semi-annual principal reduction payments in an amount equal to 50.00% of the total of all franchise fees paid during the previous six-month period. The semi-annual principal reduction payments commenced in March 2019. The note was secured by all company assets and a life insurance policy held by the stockholder. The Company also maintained an escrow account with the financial institution in an amount no less than one monthly principal and interest payment. The note was paid off in the amount of $2,507,203 via capital contribution. As of December 31, 2021, the balance on this note was $0.

The Company had a note payable to a financial institution issued in 2019. The note required monthly principal and interest payments of $1,470, including interest at 6.19% per annum. The note was secured by a vehicle. The balance of the loan was paid off in the amount of $65,162 by a Company stockholder who traded it in for a personal vehicle. As of December 31, 2021, the balance on this note was $0.

Note 12 - Related Party Transactions (Continued)

The Company had a COV1D-19 Economic Injury Disaster Loan with the Small Business Administration ("SBA"). The note required monthly principal and interest payments of $731, including interest at 3.75% beginning 12 months from the date of the promissory note (June 19, 2020). Interest accrued at the rate of 3.75% per annum and accrued on the funds advanced. Each monthly payment was applied first to interest accrued and the balance to principal, if any. The loan was personally guaranteed by the Company stockholder. The balance of the loan was paid off in the amount of $154,889 via capital contribution. As of December 31, 2021, the balance on this note was $0.

Note 13 - Contingencies

The Company is a periodic party (both plaintiff and defendant) to legal actions that arise in the course of its business activities, the aggregate effect of which, in management and legal counsel opinion, would not be material to the financial condition or results of operations of the Company.

Note 14 – Subsequent Events

Management has evaluated subsequent events through April 19, 2022, the date that the financial statements were available for issue and determined that no events have occurred subsequent to the balance sheet date that would require adjustment to, or disclosure in the financial statements.

Unaudited Balance Sheet and Income Statement for We Insure, LLC through June 30, 2022

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OFFRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESEFIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

PEAK6 Group

PK6-Parent : PEAK6 Investments, LLC : Peak6 Group LLC : PEAK6 NFS Holdings LLC : PEAK6 Insurtech Holdings LLC : We Insure LLC (Consolidated)

Balance Sheet

End of Jun 2022

Financial Row	Amount
ASSETS	
Current Assets	
Bank	$2,335,747.97
Accounts Receivable	$2,978,941.18
Other Current Asset	$59,118,592.97
Total Current Assets	$64,433,282.12
Fixed Assets	$106,904.59
Total ASSETS	$64,540,186.71
Liabilities & Equity	
Current Liabilities	
Accounts Payable	($1,109,879.40)
Credit Card	$5,873.46
Other Current Liability	$13,410,911.63
Total Current Liabilities	$12,306,905.69
Equity	$52,233,281.02
Total Liabilities & Equity	$64,540,186.71

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

PEAK6 Group

PK6-Parent : PEAK6 Investments, LLC : Peak6 Group LLC : PEAK6 NFS Holdings LLC : PEAK6 Insurtech Holdings LLC : We Insure LLC (Consolidated)

Income Statement

Jun 2022

Financial Row	Amount
Ordinary Income/Expense	
Income	$2,835,856.86
Cost Of Sales	$1,671,725.22
Gross Profit	$1,164,131.64
Expense	
60000 - Direct People Costs	$995,428.10
60600 - Indirect People Costs (Service Expense)	($193,224.23)
70000 - Non People Costs	$1,093,826.16
Total - Expense	$1,896,030.03
Net Ordinary Income	($731,898.39)
Net Income	($731,898.39)

EXHIBIT B
FRANCHISE COMPLIANCE CERTIFICATE

FRANCHISE COMPLIANCE CERTIFICATION

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. **Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement**. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed our Franchise Agreement and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?

   Yes _____ No _____

2. Did you receive the Franchise Agreement and each related agreement, containing all material terms, at least 7 days before signing any binding agreement (other than any deposit agreement) with us or an affiliate? *

   Yes _____ No _____

   * This does not include changes to any agreement mutually agreed upon.

3. Do you understand all of the information contained in the Franchise Agreement and each Addendum (if any) and related agreement provided to you?

   Yes _____ No _____

   If No, what parts of the Franchise Agreement and Addendum (if any) and/or related agreements do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

4. Have you received and personally reviewed our Franchise Disclosure Document ("**FDD**") that was provided to you?

   Yes _____ No _____

5. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, or before paying any funds to us or an affiliate?

Yes _____ No _____

6. Did you sign (or e-sign) a receipt for the FDD indicating the date you received it?

Yes _____ No _____

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

Yes _____ No _____

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____

_____

8. You have had the opportunity to discuss the benefits and risks of purchasing a We Insure® franchise with an attorney, accountant, or other professional advisor.

Yes _____ No _____

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

Yes _____ No _____

9. Do you understand that the success or failure of your We Insure® franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes _____ No _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a We Insure® franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

11. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a We Insure® franchise that is not contained in the FDD or that is contrary to, or different from, the information

contained in the FDD?

Yes _____ No _____

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a We Insure® franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

13. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

14. If you have answered "Yes" to any one of questions 11-13, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

_____

_____

15. Do you understand that the Franchise Agreement and Addendum (if any) and related agreements contain the entire agreement between you and us concerning the We Insure® franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement and Addendum (if any) or related agreements will not be binding?*

Yes _____ No _____

Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

16. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement and Addendum (if any) and related agreements can be relied upon?

Yes _____ No _____

17. You signed the Franchise Agreement and Addendum (if any) and related agreements on _____, 20__, and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

California Residents and Franchisees are not required to complete this Certification.

The individuals signing below for the "**Franchisee Applicant**" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISEE APPLICANT:

_____

Signature

_____

Printed Name

_____

Date

EXHIBIT C
FRANCHISE AGREEMENT

WE INSURE, LLC FRANCHISE AGREEMENT
TABLE OF CONTENTS

1.	CERTAIN DEFINITIONS; OTHER MATTERS	2
2.	GRANT OF FRANCHISE	7
3.	TERM AND RENEWAL	9
4.	INITIAL FRANCHISE FEES	10
5.	FRANCHISEE'S PRE-OPENING REQUIREMENTS; FRANCHISOR'S OPERATING ASSISTANCE	10
6.	GENERAL STANDARDS OF OPERATION	16
7.	AGENCY – ADDITIONAL FRANCHISEE OBLIGATIONS	20
8.	AGENCY - ADDITIONAL FRANCHISOR OBLIGATIONS	26
9.	COMPENSATION; CONTINUING FEES; METHODS OF PAYMENT; REPORTS	28
10.	LICENSED MARKS AND INTELLECTUAL PROPERTY	32
11.	MANUAL	35
12.	ADVERTISING AND MARKETING	36
13.	COVENANTS	40
14.	TRANSFER AND ASSIGNMENT	43
15.	ADDITIONAL REPRESENTATIONS AND WARRANTIES OF PARTIES	48
16.	DEFAULT, TERMINATION, AND SUSPENSION	49
17.	POST-TERMINATION RIGHTS AND OBLIGATIONS	56
18.	FRANCHISOR'S PURCHASE RIGHT	58
19.	POST-TERM EXTENDED EARNINGS	59
20.	INSURANCE	61
21.	TAXES, PERMITS, INDEBTEDNESS, COMPLIANCE WITH LAWS	62
22.	INDEPENDENT CONTRACTOR AND INDEMNIFICATION	62
23.	WRITTEN APPROVALS, WAIVERS, FORMS OF AGREEMENT AND AMENDMENT	63
24.	ENFORCEMENT	64
25.	NOTICES	65
26.	GOVERNING LAW AND DISPUTE RESOLUTION	65
27.	MISCELLANEOUS	67
28.	NO GUARANTEES OF EARNINGS	69
29.	ACKNOWLEDGMENTS	69

Exhibit 1 Agency Location
Exhibit 2 Guaranty of Performance
Exhibit 3 Owner's Statement
Exhibit 4 Limited Software License
Exhibit 5 Conditional Assignment of Telephone Numbers, Domain Names, Accounts And Listings
Exhibit 6 Electronic Funds Withdrawal Authorization
Exhibit 7 Restrictive Covenant Agreement
Exhibit 8 Non-Disclosure Agreement

WE INSURE, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between **WE INSURE, LLC**, a Florida limited liability company (the "**Franchisor**", "us", "we", "our"), and_____, a _____ (the "**Franchisee**", "You", "Your")

BACKGROUND INFORMATION

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

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

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

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

AGREEMENT

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

1. CERTAIN DEFINITIONS; OTHER MATTERS.

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

reference.

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

"**Agency**" means the franchised location for which you operate.

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

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

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

"**Branding Package**" means the internal signage and digital set up package (which may include some or all of the following: website page, Google Business, Facebook business and press release) to establish your Agency.

"**Change in Equity Controls**" means a change in the Designated Agency Manager.

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

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

"**Commissionable Premiums**" means that portion of the Gross Premiums upon which each Designated Carrier will pay to Franchisor or its Affiliates the Sales Commissions.

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

"**Confidential Information**" means Franchisor's proprietary and confidential business information relating to the System, including, but not limited to: (i) the Manual;

(ii) sales, marketing and advertising programs and techniques; (iii) the identity of suppliers and knowledge of specifications and pricing for authorized products, supplies and equipment; (iv) the identities and any lists of Client Accounts and client prospects; (v) Insurance Product expiration lists; (vi) all other Client Account records, documents and information; (vii) computer systems and software programs, including the Internet-based WE Agency Management System; (viii) site selection criteria; (ix) customer service standards and protocols; and (x) promotional and marketing strategies.

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

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

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

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

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

"**Franchisee Commission**" means the commission that Franchisee shall earn as a percentage (as determined in accordance with Section 9(c) below) of the Sales Commissions that Franchisor receives from Designated Carriers in connection with the Commissionable Premiums sold by Franchisee; Franchisee Commission shall be calculated prior to Franchisor deducting any continuing fees or amount owed to it pursuant to this Agreement.

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

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

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

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

"**Manual**" means our confidential operating manual as it may be amended from time to time.

"**Non-Principal**" means, where the Franchisee is a corporation, limited liability company, partnership, joint venture, or other business entity, the persons specified in Exhibit 3 other than the Principal that own the Franchisee entity (or if the Franchisee entity is a wholly owned subsidiary of a parent entity, the

individuals, other than the Principal, that own the parent entity), each of whom shall also be a Guarantor and complete Exhibit 3. Non-Principals shall have no authority to bind the Franchisee.

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

"**Principal**" means (a) if the Franchisee is an individual, such individual, or (b) if the Franchisee is a corporation, limited liability company, partnership, joint venture, or other business entity, the person that owns a majority of the Franchisee entity (or if the Franchisee entity is a wholly owned subsidiary of a parent entity, the individual that owns a majority the parent entity). Such Principal shall be specified on Exhibit 3 as the person with whom Franchisor is entitled and authorized to transact business with and who will have the authority to bind the Franchisee. The Principal shall, along with all Non-Principals, be a Guarantor of Franchisee's obligations under this Agreement, and shall complete Exhibit 3.

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

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

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

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

(d) Reference to terms defined in this Agreement shall include the plural or singular

forms of such terms and the male, female, or neutral gender thereof, as appropriate.

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

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

2. GRANT OF FRANCHISE

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

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

For the avoidance of doubt, and as further explained in Section 9 regarding Compensation, the only difference between a Select and Premier franchise is the amount of commission received for new and renewal business. The Select option allows franchisees to retain a higher commission percentage of new sales and the Premier option allows franchisees to retain a higher commission percentage of renewal premiums.

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

(b) Franchisor's grant to Franchisee is expressly subject to Franchisee's strict compliance with all the terms, conditions, and limitations specified by Franchisor in this Agreement, in the Manual or otherwise in writing.

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

(d) Franchisor may, in any manner and on any terms and conditions Franchisor deems advisable, compete with Franchisee. Franchisor may in Franchisor's sole discretion (and Franchisee does not have the right), to approve the placement of other We Insure® franchisees utilizing the Licensed Marks and the System, either owned by other franchisees or by Franchisor or its Affiliates, at any location even if they compete with the Agency. Franchisee can solicit, sell and otherwise provide Insurance Services to potential

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

(e) Franchisee must receive Franchisor's approval prior to relocating the Agency to a new Site. Franchisee shall give Franchisor at least thirty (30) days written notice of its intention to relocate and request for approval on such forms and with such accompanying data and materials as Franchisor specifies from time to time in the Manual or otherwise. Franchisor reserves the right to approve or disapprove any such relocation in its sole discretion. Franchisor may charge its then-current reasonable relocation fee and Franchisor will not be obligated to review the request until it has received payment and all information it requires. Upon approval of Franchisee's intent to relocate, Franchisee must procure a new location acceptable to Franchisor under the same terms and conditions as those imposed on the Site and must ensure that the Agency remains open for business during normal business hours and that there is no interruption in its Agency's operations. Franchisee shall ensure be required to complete its relocation during non-business hours and there shall be no gap in Agency operations as a result of the relocation.

(f) Exhibit 3 contains information regarding the nature, form and composition of Franchisee and its designated Principal and the Non-Principals. Franchisee represents that

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

3. TERM AND RENEWAL

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

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

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

4. INITIAL FRANCHISE FEES

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

(i) Select - $25,000.

(ii) Premier - $50,000.in

The Initial Franchise Fee includes initial training for up to 2 people. If Franchisee requests Franchisor to provide Initial Training to more than two people, and Franchisor agrees, Franchisee shall be required to pay Franchisor a fee of $ 50 per additional trainee for such training. Initial Training shall be provided as further set forth in Section 5(b)(v).

Notwithstanding Franchisor's intention to provide Initial Training via virtual formats and self-paced learning modules, in the event that any travel is required by Franchisee or its employees for initial training, Franchisee shall be required to pay for such travel and wage expenses at its sole cost and expense. If Franchisee or Franchisee's Principal (as the case may be) does not complete the Initial Training to Franchisor's satisfaction, in Franchisor's sole and exclusive discretion, Franchisee must repeat the Initial Training at Franchisee's expense.

Upon execution of this Agreement, at Franchisor's request, Franchisee shall also be required to pay Franchisor for the Branding Package, as well as its first monthly installment of E&O/Cyber Insurance, as well as all applicable Carrier Appointment Fees, Agency Management Activation Fee.

All of the fees paid to Franchisor prior to, or upon execution of, this Agreement shall be non-refundable.

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

(a) Prior to Opening, Franchisee must:

(i) Purchase the Branding Package from Franchisor. The Branding Package shall include pre- approved interior signage and a digital package which includes a webpage for your Agency, as well as Google Business and Facebook sites. The Branding Package must be paid for upon execution of this Agreement.

(ii) Pay Franchisor for its proportionate share of insurance policy premiums and other costs that Franchisor pays on behalf of the entire We Insure franchise network, including errors & omissions coverage and cyber insurance as further explained in Section 20.

(iii) Franchisee must pay Franchisor for the agency management license activation (the "**Activation Fee**") for each employee hired and onboarded by the Agency. Activation Fees are subject to change in Franchisor's sole discretion and then-current fees shall be set forth in the Manual. Franchisor reserves the right to change this system at any time in our sole discretion. We do not allow any sharing of the Agency Management licenses. Each person who is soliciting, selling, or binding insurance must have their own license to our systems.

(iv) Reimburse Franchisor for any Carrier Appointment Fees that will be incurred by Franchisor in connection with Franchisee's appointment with any Designated Carrier.

(v) The Guarantors must sign Franchisor's then current form of Personal Guaranty. The current form of Personal Guaranty is attached as Exhibit 2.

(b) Franchisor (or its designee) will provide assistance prior to the Opening Date as follows:

(i) Provide information with respect to site evaluation and System Standards for furniture, fixtures, equipment, signs, improvements.

(ii) Franchisor will lend you one hard copy of the Manual containing explicit instructions for use of the Licensed Marks and specifications for the operation of your Agency. Alternatively, and in lieu of a "hard copy" of the Manual, Franchisor may, in its sole discretion, elect to make the Manual available to You in an electronic form that is accessible at a password protected portion of Franchisor's intranet or other computer data system. Franchisor will notify You of any updates to the Manual. You shall be responsible for immediately reviewing and complying with the revised Manual. In Franchisor's sole discretion, it may permit or prohibit downloading of the Manual; in the event that downloading is prohibited, You shall be required to consult with the Manual via Franchisor's intranet or other computer data system as they designate in their sole discretion. You must conduct your Agency's operations in strict accordance with the Manual at all times. The Manual shall remain the property of Franchisor and be considered confidential information. Franchisee is not permitted to make copies or share this Manual with any other party without the permission from the Franchisor prior.

(iii) Upon receipt of the Agency Management System Activation Fee set forth in Section 9(e)(ii), Franchisor will activate and provide each paid user with access and a license to use the Agency Management System. Franchisor may modify or update the Agency Management System at any time in its

sole discretion. The Agency Management System shall remain the property of Franchisor and shall be licensed to Franchisee only during the term of this Agreement; and

(iv) Establish Franchisee's digital presence, and website in accordance with Franchisor's standard templates.

(v) Franchisor will provide an initial training program concerning the operation of a We Insure® Agency with topics including, but not limited to, insurance products, sales and marketing, sales processing, management systems, office procedures, the Agency Management System, other computer software, and other matters relating to the System as Franchisor deems necessary and appropriate, in its sole discretion, to allow Franchisee or its Principal, as applicable, to operate the Agency in a professional and successful manner (the "**Initial Training**"). Franchisor will provide such Initial Training to two people at no charge, but Franchisee will be required to pay Franchisor a fee of $50/person if it would like other people to attend the initial training program.

Franchisee's Principal and its Designated Manager (if such person is not the same individual as the Principal) must attend and timely complete the Initial Training Program to Franchisor's satisfaction prior to opening Franchisee's Agency. If the Principal or Designated Manager does not complete Initial Training to Franchisor's satisfaction, Franchisor may require them to repeat Initial Training and Franchisor will charge Franchisee the then-current remedial training rate (currently, $150/person). If Franchisee's Principal and its Designated Manager are unable to complete Initial Training to Franchisor's satisfaction after the second session, Franchisor may terminate the Franchise Agreement.

Franchisee acknowledges and agrees that, a result of the expertise assessment conducted by Franchisor of all incoming franchisees, the Initial Training Program that Franchisee may be required to complete may differ from the Initial Training required to be completed by other System franchisees. Franchisor reserves the right, in its sole discretion, to determine Franchisee's level of expertise prior to becoming a franchisee and reserves the right, in its sole discretion, to determine which Initial Training modules must be completed by Franchisee.

Franchisor intends to provide the Initial Training via a self-paced format using electronic and virtual mediums; however, Franchisor reserves the right to change the format or medium of delivery of the Initial Training program at any time in its sole discretion. If travel is required for Franchisee, its Principal, Designated Manager or its employees, Franchisee will be responsible for all travel and wage related costs incurred.

Franchisor reserves the right to place a time limit, which shall be no less than four weeks, within which Franchisee's Principal and Designated Manager must comply, to Franchisor's satisfaction, the Initial Training Program.

(vi) Any additional pre-opening or opening assistance shall only be as Franchisor deems appropriate in its sole discretion.

(c) Franchisor may, in its sole discretion, provide Franchisee with the following ongoing assistance:

(i) Provide periodic individual or group counseling and coaching in the operation of the Agency rendered in person, by seminar, or by newsletters, bulletins, electronic communications, or other means made available from time to time to all We Insure® franchisees.

(ii) Provide advice regarding new developments, techniques, and improvements in the areas of products, methods, sales, promotion, management, education, service concepts, and other areas by on-site visits, through the distribution of printed or filmed material or electronic information, meetings, seminars, telephone communications, email communications, and other communications, as Franchisor may deem appropriate

(iii) Make periodic visits to the Agency at Franchisor's sole discretion, to assist Franchisee in various aspects of the operation and management of the Agency. Franchisor may, in its sole discretion, prepare and/or share written reports outlining suggested changes or improvements in the operation of the Agency and detail and deficiencies that may become evident as a result of any such visit.

(iv) During the term of this Agreement, Franchisor may, in its sole discretion, determine that Franchisee is in need of additional remedial training. In the event that Franchisor determines that Franchisee (or its Principal, Designated Manager or other employee) needs remedial training, Franchisor may offer such remedial training to Franchisee via online learning, webinar, in-person at Franchisee's Agency, or up to 5 days of training at a designated We Insure® Agency. If so required, Franchisee must complete any required Remedial Training to Franchisor's satisfaction. Franchisor may suspend Franchisee's systems access and Carrier privileges if Franchisee fails to do so. Franchisee must pay Franchisor for any such remedial training at the then-current rate in the Manual (currently $150). In addition to the remedial training fee, Franchisee shall also be responsible for any expenditures for travel, lodging, meals, miscellaneous travel

expenses to attend any in-person training.

(v) From time to time, in its sole discretion, Franchisor may offer optional or mandatory additional ongoing training programs remotely or at a location selected by us in our sole discretion including, but not limited to, a corporate location, your Agency location, or any other location we determine. Franchisor may require Franchisee, Principal, Designated Manager, or any employees to attend and successfully complete any or all such additional ongoing training that we specify. Franchisor may charge Franchisee a cost for such additional or ongoing training programs. In addition, Franchisee shall also be responsible for the costs of wages and salaries, transportation, lodging, and meals for attendees.

(vi) Franchisor may, from time to time and its sole discretion, hold periodic conferences or meetings, virtually or at a location to be determined in Franchisor's discretion, to discuss sales techniques, personnel training, bookkeeping and accounting, performance standards, advertising programs, and policy servicing procedures. Such conferences shall not be mandatory, although attendance is strongly encouraged. Franchisee shall be responsible for its own travel and living expenses when attending such conferences.

(d) Before commencing any construction, build-out or renovation of the Site at which the Agency is to operate, Franchisee shall, at its expense, furnish to Franchisor, for its approval, the following:

(i) A proposed site for the operation of the Agency. Franchisor shall approve or disapprove Franchisee's proposed site within ten (10) days of receiving written notification of such proposed site. Franchisor's approval does not constitute a representation or guarantee that the proposed site will be profitable or successful. Any approval is intended to indicate only that the proposed site meets Franchisor's minimum criteria based upon Franchisor's and its Affiliates' general business experience. Franchisor is ultimately responsible for site selection and must make the final decision on acceptance or rejection of any site as part of Franchisee's business risk. Prior to the beginning of construction, Franchisor may, at its option and in its reasonable discretion, elect to travel and inspect the proposed site for the Agency. Copies of all permits and certifications as may be required for the lawful operation of the Agency, together with copies of any building inspection reports and certifications from all governmental authorities having jurisdiction over the Site and the Agency that all necessary permits have been obtained and that all requirements for construction and operation have been met.

(ii) A copy of any proposed lease or purchase agreement (which must be

reviewed and approved by Franchisor). Any lease shall:

(1) Specify that the Site shall be used only for business conducted by the Agency;

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

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

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

(5) Shall be for a term that is not less than 5 years.

(iii) Franchisee must provide Franchisor with a copy of any executed lease or purchase agreement within 10 days of execution.

(e) Franchisee must open the Agency to the public by the earliest of: (i) the date on which Franchisee's lease of the Site requires Franchisee to commence its business; or (ii) the date six months following the Effective Date of this Agreement (the "**Opening Date**").

(f) Franchisee may not open the Agency until it has received Franchisor's written approval to do so. On or before the Opening Date, Principal must be certified by Franchisor as meeting Franchisor's qualifications for: (i) the sale of Insurance Products; and (ii) Agency management. Franchisee must devote its full time to operating the Agency and must staff the Agency appropriately to provide customer service consistent with System Standards.

(g) Franchisee must ensure that at least one individual is available during work hours to staff the office who: (i) has been licensed by all applicable governmental and other regulatory authorities; (ii) will be able to manage the Agency in the Principal's absence and if the Franchisee is absent more than 3 business days, must have a General Lines Insurance License and such other licenses, permits and certifications required by law, has completed the process of being added to the Franchisor's network and completed all training requirements; (iii) has been approved in writing by Franchisor and has completed the Initial Training successfully; (iv) has no interest in or business relationship with any competitor of Franchisor; and (v) has non-disclosure and non-competition agreement in the form Franchisor requires. This individual may be the Franchisee, Franchisee's Principal, or another individual approved by Franchisor. Such individual must be present at the Agency during all hours which it is open for business or otherwise available to supervise and conduct business as Franchisor directs from time to time in the Manual or otherwise. No part of the Agency or the Site shall be leased to or managed (either directly or indirectly)

by any party other than Franchisee without Franchisor's prior written consent. Franchisee must notify Franchisor, a reasonable time in advance if the Principal will be absent from operations for more than three (3) consecutive business days, or if the entire agency will be closed for more than three (3) consecutive business days.

(h) If Franchisee or Franchisee's Principal fails to complete the Initial Training to Franchisor's satisfaction after participating in two Initial Training programs, Franchisor may terminate this Agreement with no refund.

6. GENERAL STANDARDS OF OPERATION

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

(i) Franchisee must purchase the required equipment package from the supplier designated by Franchisor. Currently, Franchisor requires Franchisee to purchase only one Workstation, but Franchisee may need to purchase additional Workstations if it adds producers to the Agency. Franchisor currentlyrequires use of a Voice over Internet Protocol ("**VoIP**") telephone system. The use of the telephone system must at all times comply with Franchisor's Acceptable Use Policy, which is set forth in the Manual. Any telephone or facsimile numbers acquired by Franchisee for use in connection with this Agreement shall be subject to the Conditional Assignment. Franchisee must, at all times, have the communication software active and operating so that Franchisor may be able to communicate with Franchisee.

(ii) All furniture, fixtures, equipment, signage, décor and other related items, and products and services required for use in connection with the operation of the Agency must conform to System Standards.

(iii) The appearance of the Agency must conform to System Standards. Franchisee agrees to use the Site solely for the operation of the Agency in accordance with System Standards, and to refrain from using or permitting the use of the Agency for any other purpose or activity at any time.

(iv) Subject to compliance with applicable laws and regulations, Franchisee shall acquire all interior signs as required by Franchisor for use at or in

connection with the Agency. All interior signage and the exterior signage acquired by Franchisee must conform to Franchisor's signage specifications and must be submitted to Franchisor for approval prior to installation. Franchisor may require Franchisee to replace signage provided by Franchisor or purchased by Franchisee should they fall into disrepair. Franchisor does not currently require Franchisee to purchase or utilize any exterior signage; however, such exterior signage may be required by Franchisee's landlord or be desired by Franchisee. Franchisee may use exterior signage but such signage must conform to Franchisor's written specifications as set forth in the Manual and must obtain Franchisor's approval before installing it.

(v) To maintain the Site and the Agency, and all fixtures, furnishings, signs and equipment thereon, in conformity with Franchisor's System Standards at all times during the Term of this Agreement, and to make such repairs and replacements as Franchisor may require. Without limiting the generality of the foregoing, Franchisee specifically agrees:

(1) To keep the Site and the Agency at all times in a high degree of sanitation, repair, order and condition, including, without limitation, such periodic repainting of the exterior and interior of the Agency, and such maintenance and repairs to (or replacement of) all fixtures, furnishings, signs and equipment as Franchisor may from time to time reasonably direct;

(2) To meet and maintain at all times all governmental standards and ratings applicable to the operation of the Agency or such higher minimum standards and ratings as set forth by Franchisor from time to time in the Manual or otherwise in writing;

(3) To cause its employees to dress in a clean and professional manner, as required by Franchisor.

(b) Franchisee shall be responsible for the day-to-day operations of the Agency. A General Lines Insurance Licensed Person must be the principal of the Agency and available during the standard operating hours as outlined in the Manual. Franchisee agrees to operate the Agency in accordance with System Standards and to maintain Franchisor's required degree of quality, service and image. Franchisee must not deviate from these System Standards or otherwise commit any act or omission that reflects poorly on Franchisor's brand or goodwill, or on the Licensed Marks. Without limiting the foregoing, Franchisee specifically agrees to:

(i) purchase and install, at Franchisee's expense, all such fixtures, furnishings and equipment as may be required by Franchisor, and meet the specifications of the approved site layout and plan, and all other such items

as Franchisor may prescribe from time to time; and to refrain from installing, or permitting to be installed, on or about or in connection with the Site or the Agency, any such item that does not comply with System Standards;

(ii) maintain in sufficient supply, and use at all times, only operating products, materials, supplies and expendables, including paper goods, as conform with System Standards, and to refrain from using non-conforming items without Franchisor's prior consent;

(iii) pay all of Franchisee's vendors and suppliers on a prompt and timely basis, and to at all times comply with the terms and conditions of any agreements (whether oral or written) between Franchisee and such vendors and suppliers; and

(iv) maintain the Agency open during the hours specified in the Manual and follow Franchisor's procedures and notifications for any absences. Failure to follow them, and three (3) consecutive days of unexcused or unauthorized absences, constitutes a violation of this Agreement.

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

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

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

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

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

(h) In the event that Franchisee wishes to purchase an approved item from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, if known. If Franchisor incurs any costs in connection with evaluating an unapproved supplier at Franchisee's request, Franchisee must reimburse Franchisor for Franchisor's reasonable testing costs, regardless of whether Franchisor subsequently approves the supplier. Franchisor will notify Franchisee of approval or disapproval within 30 business days of receiving all requested information. Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier. Franchisor may revoke its approval of particular products or suppliers if it determines, in its sole discretion, that such products or suppliers no longer meet System Standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Franchisee must use products purchased from approved suppliers solely in connection with the operation of the Agency.

(i) Franchisee shall, prior to registering its business entity with any applicable government and prior to holding itself out to the public as a "We Insure" agency, submit a written request to Franchisor for the approval of its proposed actual and "doing business as" ("d/b/a") name for its agency. The entity name of the agency may not include "We Insure"; however, the d/b/a name must begin with the words "We Insure". Such names shall conform to all naming conventions and requirements as set forth by Franchisor in the Manual. Franchisee shall notify the public that Franchisee is operating the Agency as a franchisee of Franchisor and shall identify its business location in the manner specified by Franchisor in the Manual.

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

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

hereunder.

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

(m) If Franchisee, for any reason, is unable to continue to occupy the Site, Franchisee must relocate the Agency to new leased space (such relocation to be conducted in accordance with Franchisor's specifications as set forth in this Agreement and the Manual). Franchisee understands and agrees that at no point may its Agency At no point may your Agency be without a physical office space to operate from. Franchisee understands and agree that it is responsible for ensuring continued and uninterrupted agency operations at all times, including during any relocation. Franchisor shall not approve virtual offices or suites.

7. AGENCY – ADDITIONAL FRANCHISEE OBLIGATIONS

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

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

(b) Franchisee shall not be licensed as an agent, solicitor, representative, or broker for, nor engage in any brokering activity with or on behalf of, any insurance company, managing general agency, or business other than the Designated Carriers. Franchisee will not, directly or indirectly, apply for coverages or place any insurance whatsoever with or through any insurance company, or act as an agent, representative, or broker thereof, other than the Designated Carriers, unless authorized and directed to do so by

Franchisor in writing from time to time. Franchisee shall not quote, issue, or bind insurance policies in the excess and surplus lines market except through Franchisor or with Franchisor's prior written permission. Franchisee acknowledges that Franchisor, in its sole discretion, shall decide which Designated Carriers Franchisee may use. Franchisor shall periodically provide Franchisee with a written list of the Designated Carriers that have been approved for Franchisee's use by Franchisor, and shall provide Franchisee with notice of any changes made by Franchisor to such list from time to time. At our sole discretion, we may restrict or direct access to certain Designated Carriers at any time based on the underwriting requirements of the Designated Carriers or other related risk placement objectives. Franchisee shall abide by and conform to the conditions and limits of authority for binding Designated Carriers to insurance and other coverages which are set forth from time to time by Franchisor. Upon Franchisor's request, Franchisee shall execute all acknowledgements, contracts and agreements required by the Designated Carriers to permit Franchisee to conduct the Agency, if any.

(c) At the commencement of any customer account engagement, Franchisee may refer the lead to Franchisor to handle the entire selling process for a new business account. If Franchisor accepts the lead, it will be considered a corporate account of Franchisor and Franchisee shall not be entitled to any compensation in connection therewith.

(d) Franchisee shall secure and keep in effect any licenses required by the Franchisor, its Designated Carriers and all applicable governmental or regulatory authorities and shall ensure that all applicable appointments from our Designated Carriers have been obtained and maintained in accordance with Designated Carrier's conditions and terms. Franchisee will not provide any Insurance Services with regard to any type of insurance or investments (i) that have not been approved by Franchisor, (ii) for which Franchisee is not licensed by the appropriate insurance, securities or other regulatory authorities, (iii) for which Franchisee does not possess the necessary appointment(s), or (iv) outside the Designated States. Franchisee must have all applicable licenses, approvals, and appointments to be entitled to the compensation it is to be paid under this Agreement. In the event that Franchisee loses any required licenses, Franchisor may impose its then-current insurance license reinstatement fee (the "**Insurance License Reinstatement Fee**"). In the event that any of Franchisee's required license(s) is deemed out of compliance, but not suspended, then the Franchisor may impose charge its then-current non-compliance insurance license fee (the "**Non-Compliance License Fee**"). Depending on the circumstances, Franchisee may incur both an Insurance License Reinstatement Fee and a Non-Compliance License Fee. The Franchisor may alter the amounts or remove the Insurance License Reinstatement Fee, the Non-Compliance License Fee and/or the administrative fee from time to time. See Manual for the then-current fee. Franchisee shall also be responsible to pay directly, or reimburse us for paying on your account, any charges assessed by any Designated Carrier in connection with your licensure non-compliance, suspension, loss or reinstatement.

(e) Franchisee shall hire and retain competent and qualified agents for the sale, delivery, and servicing of Policies and to serve as a point of contact with all Client Accounts.

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

(f) Franchisee acknowledges that the primary financial service offered by it will be the sale, delivery, servicing, and renewal of Insurance Products. Franchisor may require Franchisee, at Franchisee's cost, to participate in additional training, obtain appropriate licenses and/or meet additional qualifications to offer sell particular lines of coverage or other services. At all times, Franchisee shall be sufficiently trained and knowledgeable as to all Insurance Products being sold, and must be in compliance with all requirements and specifications set forth by Franchisor and/or the Designated Carriers. If either Franchisor and/or any Designated Carrier determines, in its sole discretion, that Franchisee is lacking in knowledge or competence in any regard to the sale, delivery, servicing, and renewal of Insurance Products, Franchisor may rescind, withhold or suspend Franchisee's approval to sell, deliver, service, or renewal such Insurance Products until Franchisee undergoes and successfully completes remedial training (at Franchisee's sole expense). Franchisee agrees that this Agreement may need to be amended to allow Franchisee to sell insurance policies and services outside of Franchisee's area of specialization.

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

(h) All funds and correspondence, notices or other communications relating to all Client Accounts and all prospective clients coming into the possession of Franchisee shall be paid or delivered to Franchisor within 24 hours of receipt. In the event they are not paid

or delivered to Franchisor, they shall be considered property and funds of Franchisor, and shall be deemed to be held in trust by Franchisee on behalf of Franchisor. Franchisor shall have a first lien on all compensation due or which may become due to Franchisee hereunder to the extent of all unpaid funds due to Franchisor, and Franchisor may deduct such funds from Franchisee's compensation under this Agreement.

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

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

(k) Franchisee shall obtain Franchisor's prior written approval, which Franchisor may grant or withhold in its sole discretion, prior to acquiring the assets, stock or books of business of any other insurance company, insurance agency, or insurance agent.

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

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

covering the operation of the Agency, all of which Franchisee shall certify as true and correct.

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

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

(p) Franchisee understands and agrees that its participation in third party training opportunities offered by Designated Carriers is strongly encouraged by Franchisor. Franchisee further understands and agrees that its participation or attendance at any such training opportunities hosted by Designated Carriers shall be at its sole cost and expense.

(q) Franchisee (or Franchisee's Principal, as the case may be) may be required to attend training or loss control seminars from time to time and as mandated by Franchisor's errors & omissions insurance provider. Franchisee shall be required to pay any and all travel expenses during these seminars. Franchisee acknowledges that its failure to attend any such required training shall result in an increased monthly E&O/Cyber Insurance Fee

(r) Franchisee shall participate in and comply with Franchisor's Submit It and Forget It ("**SIFI**") program requirements, The SIFI program is a front-end policy processing, data entry, document retrieval and underwriting assistance program designed exclusively for We Insure franchisees and pay the SIFI Fees described below. The SIFI program is designed to reduce the amount of time Franchisee must spend entering a customer's data and allow Franchisee to move on to the next customer even if the current customer has delivered incomplete documentation or failed to deliver all documentation required by the Franchisor or the Designated Carriers for binding, thereby making Franchisee's sales and administrative processes more simplified and streamlined. Franchisee is required to quote, write and bind Insurance Products. Coverage under an insurance policy is considered to be bound when the application is fully and accurately completed, all required signatures of the owners and insured party are collected, the initial premium payment is received on the Client Account, and all other Designated Carrier requirements are complied with. Once an Insurance Product is bound, Franchisee shall

collect from the owner and insured party and thereafter deliver to Franchisor all documents required under the SIFI program, including without limitation, the Insurance Product, within 24 hours of the binding effective date. Franchisor shall have sole responsibility for conducting communications with the Designated Carrier and the Client Account once Franchisor has received from Franchisee the documents required under the SIFI program. Franchisee shall inform Client Accounts that Franchisor will contact them to address any problems with the documents submitted or request any additional documents that may be needed, although Franchisee is requested to deliver to Franchisor any such additional documentation in its possession, custody or control. Thereafter, Franchisee shall pay to Franchisor, as consideration for participation in the SIFI program Franchisor's then-current charges for the SIFI Fees which it may periodically change. Thereafter, Franchisee shall pay to Franchisor, as consideration for participation in the SIFI program Franchisor's then-current charges for the SIFI Fees. The SIFI fee is reassessed annually in January. Refer the Manual for the then-current SIFI fees.

(s) In the event that policies written by Franchisee's Agency require manual processing because one or more carriers do not support industry standard automated technical integrations, Franchisee shall be required to pay Franchisor our then-current Manual Processing Fee. Franchisor shall not assess the Manual Processing Fee if such carrier is the only available option in a particular geography.

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

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

(u) The Production Standards are issued in the Manuals or System Standards from time to time. Franchisee's failure to achieve its Production Standards is a material breach of this Agreement.

(v) At any time during the term of your Agreement, we may, in our sole discretion, require you to undergo industry-specific testing or obtain industry-specific certifications. If we so require such testing or certifications, You must complete these tests and certifications

to our satisfaction within the timelines required and at your sole cost. Failure to do so is a material breach of this Agreement.

(w) Franchisee understands and agrees that each user of the Agency Management System who, in accordance with the specifications set forth in the Manual, is soliciting, quoting or binding insurance products must have its own license to use the same. Franchisee shall not permit its agents, employees or contractors to share a license to use the Agency management System. Franchisee must pay Franchisor an Activation Fee for each new user. Franchisor reserves the right to change the Agency Management System in its sole discretion, including changing the third-party supplier. In addition to monetary damages for Franchisee's breach of this Section, Franchisor may also, at its sole discretion, deem such breach to be a material curable breach pursuant to Section 16(c).

8. AGENCY - ADDITIONAL FRANCHISOR OBLIGATIONS

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

(a) Franchisor shall use commercially reasonable efforts to provide Franchisee with access to, and the opportunity to write insurance business for, the Designated Carriers. Notwithstanding the foregoing, Franchisor may, in its sole discretion, restrict Franchisee from offering certain Designated Carriers' products and/or direct Franchisee to only offer certain Designated Carriers' products at its Agency.

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

(c) Franchisor shall provide Franchisee with access to all components of the System, including the Agency Management System, as it may be modified from time to time.

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

(e) Franchisor will purchase errors and omissions coverage for the franchise network that will cover Franchisee (the "**E&O Policy**"), subject to the prior approval of the insurance company issuing the E&O Policy. Franchisee agrees to pay its proportionate share of the cost of the premium, which may change from time-to-time without advance notice to Franchisee. Franchisee's premium for the E&O Policy, The E&O policy is reassessed in January of each year, see the Manual for the then-current E&O policy fees.

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

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

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

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

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

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

9. COMPENSATION; CONTINUING FEES; METHOD OF PAYMENT; REPORTS

(a) Retained Commission: Franchisor shall be compensated in the form of "Retained Commissions", which shall be a percentage (determined in accordance with Section 9(c) below) of the Sales Commissions that Franchisor receives from Designated Carriers in connection with the Commissionable Premiums sold by Franchisee.

(b) Franchisee Commission: Franchisee shall earn a commission ("Franchisee Commission") which shall be a percentage (as determined in accordance with Section 9(c) below) of the Sales Commissions that Franchisor receives from Designated Carriers in connection with the Commissionable Premiums sold by Franchisee. Franchisee Commission will vary depending on whether the Sales Commission was generated by new or renewal business and whether the Franchisee is operating a Select or Premier franchise. Franchisee understands and agrees that the actual amount of Franchisee Commission that will be paid to Franchisee will be less as Franchisor shall first deduct any continuing fees or amounts owed to Franchisor before paying Franchisee any or all of the Franchisee Commission.

Notwithstanding the foregoing, Franchisor will not pay to Franchisee any Franchisee Commissions earned on policies for which Franchisee has not yet submitted the required underwriting documents to Franchisor. Franchisor will not pay to Franchisee, and may set off from, and chargeback against any amounts due Franchisee, any Franchisee Commissions attributable to Sales Commissions in which any designated carrier discovers fraud and/or Franchisee loses its authorization and privileges to offer such carrier's products from the date notice of such fraud or change of status. Franchisee will not earn, and will not be paid, Franchisee Commissions from the date Franchisor receives notice from the designated carrier.

(c) Franchisor's Retained Commissions vs. Franchisee Commissions:

Policy Sale Type				
Agency Type	**New**		**Renewal**	
	Franchisee Commission	Franchisor's Retained Commission	Franchisee Commission	Franchisor's Retained Commission
Select	80%	20%	50%	50%
Premier	70%	30%	65%	35%
*% shall be of Sales Commissions paid to Franchisor by Designated Carriers				

(d) Minimum Monthly Retained Commission: Franchisee shall generate sufficient Commissionable Premiums such that Franchisor's Retained Commission meet or exceed the following Minimum Monthly Retained Commission amounts. In the event that Retained Commissions received by Franchisor during any given month do not meet or exceed the Monthly Minimum Retained Commission amounts set forth in the chart below, Franchisee shall immediately be required to pay Franchisor the difference. For purposes of determining which month of the following chart shall apply, "Opening" shall mean the earlier to occur of (a) the date on which Franchisee's lease of the Site requires Franchisee to commence its business, (b) the date six months following the Effective Date of this Agreement, or (c) the day Your Agency sells its first policy.

Minimum Monthly Retained Commission	
Months Following Opening *	**Amount**
0 to 5	$0
6 to 18	$600
19 and beyond	$1,000

(e) Continuing Fees:

(i) Technology Fee. Franchisor shall deduct from the Franchisee Commissions a "Monthly Technology Fee." The Monthly Technology Fees charged to you may exceed the actual costs we incur for such expenses and may include charges for services we provide including administrative expenses, charges for costs we incur on your behalf and the costs that Franchisor incurs. We reserve the right to increase the Monthly Technology Fee at any time in our sole discretion. The Monthly Technology Fee is further defined in the Manual. Examples of fees covered by the Monthly Technology Fee include, but are not limited to, recurring software license fees, email, DocuSign, Insurance Rater, telephone system connectivity, and motor vehicle reports. Further, the fees and costs comprising the Monthly Technology Fee may change in accordance with the provisions of the Manual, or from time to time if such costs or fees are modified by the specific service providers. Franchisor may add or remove categories to the Monthly Technology Fee. Additionally, Franchisor shall be permitted to deduct from payments to Franchisee any payments made in good faith and in the ordinary course of business by Franchisor to vendors (including lessors) or suppliers of

Franchisee in order to cure Franchisees failure to timely make such payments as required by the Franchise Agreement; however, Franchisor is not required to make such payments, and disclaims any and all liability as a result of Franchisees failure to timely make such payments. The initial month's charge of the Monthly Technology Fee must be paid upon execution of the Franchise Agreement.

(ii) Agency Management System Activation Fee. Franchisee must pay Franchisor an Activation Fee of $200 per person hired and onboarded by the Agency. If at any time during the term of the Agreement Franchisee wishes to activate additional users in the Agency Management System, Franchisee will be required to pay the Activation Fee for each user.

(iii) Carrier Appointment Fee. Franchisee must determine which carriers' products it wishes to sell at its Agency and it must obtain "appointments" by those carriers. In some cases, carriers will charge the Franchisor an "appointment fee" which we will pay on Franchisee's behalf and Franchisee must reimburse us for (the "Carrier Appointment Fee"). Carrier Appointment Fees are set by the carriers and vary by carrier and by location. Carrier Appointment fees may be assessed per Agency or per producer and are subject to change at any time at the discretion of the carriers. If any new Carrier Appointment Fees are assessed on the Franchisor in connection with Franchisee's Agency during the term of the Agreement (including any renewal fees), Franchisee shall be responsible for reimbursing Franchisor accordingly.

(iv) E&O/Cyber Fee. Franchisee shall be required to pay Franchisor a monthly fee to cover its proportionate share of Franchisor's purchase of errors and omissions coverage and cyber insurance on behalf of the franchise network. This fee shall be subject to change in Franchisor's sole discretion without notice. Franchisor shall reassess this fee each year in January. In addition to the E&O/Cyber Fee imposed on Franchisee, Franchisee shall also be responsible for paying the deductible to the E&O or Cyber carrier (or reimbursing Franchisor for the same) as a result of any claim made where the Franchisee is alleged to be negligent and responsible for such claim (regardless of whether Franchisee's actual negligence or responsibility is confirmed).

(v) SIFI Fee. Franchisee must pay Franchisor its then-current Submit It and Forget It ("SIFI") Fee for front-end policy processing, data entry, document retrieval and underwriting assistance provided by Franchisor. Franchisee's SIFI Fee shall be determined in accordance with Section 7(r) above and more fully explained in the Manual.

(f) Other Fees and Costs:

(i) Administrative Assistance Fee. Franchisor may deduct from Franchisee Commissions an Administrative Assistance Fee (currently, $75/hour) for certain

administrative services that Franchisee requests, and Franchisor agrees to provide in its sole discretion, to Franchisee during the Term. Administrative Assistance Fees will only be incurred to the extent that such services requested are outside of the scope of Franchisor's obligations to Franchisee and are of the type that would normally be performed by Franchisee (including, but not limited to, assistance with filing business entity applications with various state agencies as well as processing, filing certain documents, acquiring a 3rd party book of business; gathering documents for legal requests; and AIC change or reactivation.) Franchisor reserves the right to change the Administrative Assistance Fee at any time in its sole discretion; then-current rates shall be published in the Manual.

(ii) Administrative Account Access. If Franchisee requests administrative account access to hire personnel and/or provide email and phone access, Franchisee shall be required to pay Franchisor an Administrative Account Access Fee on a monthly basis in the amount of $25 for each email address set up or $50 for each combined email address and phone number set up.

(iii) Costs Incurred On Your Behalf. In the event that Franchisor incurs any costs as a result of Franchisee's failure to comply with the terms of this Agreement, including Franchisee's failure to conform to System standards or failure to timely pay Franchisee's suppliers, Franchisee shall be required to reimburse Franchisor for such costs it incurs in connection with the non-compliance (including, but not limited to, Franchisor's reasonable labor and administrative charges and any costs Franchisor incurs to make payments to vendors on Franchisee's behalf). Notwithstanding the foregoing, Franchisor has sole discretion to determine what actions it shall undertake in connection with any noncompliance of Franchisee and, while Franchisor may elect to, it shall not be required to, make any vendor payments on Franchisee's behalf. Franchisor may deduct these costs from the Compensation owed to you.

(iv) Uncollected Customer Premiums. In the event a Customer of Franchisee does not make timely payment to a Designated Carrier and the Designated Carrier seeks compensation from Franchisor, Franchisor shall require Franchisee to promptly reimburse it for all amounts paid to Designated Carriers as a result of such Customer's failure to pay and shall assess a $100 fee per incident on Franchisee to cover Franchisor's administrative efforts.

(v) NSF Fee. Franchisor reserves the right to charge Franchisee a Nonsufficient Funds (NSF) Fee each time that Franchisor or a Designated Carrier receives a notice from a financial institution that there are insufficient funds in the accounts maintained at that financial institution by Franchisee or a Customer of Franchisee to cover amounts owing to Franchisor or one of our Designated Carriers.

(vi) Carrier Audits. From time to time, Designated Carriers may conduct an audit on policies sold by Franchisee. In order to best respond to such an audit, Franchisee is expected to adhere to certain protocols more fully set forth in the Manual including, but not limited to, sending Franchisor a signed application and all required carrier underwriting documents at the time of the initial sale. In the event that Franchisor is unable to locate such required documentation, Franchisee must cooperate fully and promptly provide the missing documentation during the applicable audit timeline. Additionally, Franchisor shall impose a fee of $25 per policy for each policy for which Franchisor is missing required documentation.

(g) Reports. Franchisee shall be required to provide such documents, information and reports to Franchisor as Franchisor may require in its sole discretion. In the event that an audit by Franchisor identifies discrepancies in the amounts reported to Franchisor by Franchisee, Franchisee shall immediately make such remedial payments to Franchisor as necessary and shall also be required to pay an audit fee of three percent (3%) of the discrepancy.

(h) Method of Payment.

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

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

(iii) In the event that Franchisee receives, for whatever reason, any commission or monetary payment from Designated Carriers directly, Franchisee shall promptly remit Franchisor's Retained Commission to Franchisor in accordance with the percentage set forth in Section 9(c) above.

10. LICENSED MARKS AND INTELLECTUAL PROPERTY

(a) Franchisee expressly acknowledges Franchisor's rights in and to the Licensed Marks and agrees not to represent in any manner that Franchisee has acquired any ownership rights in the Licensed Marks. Franchisee agrees not to use any of the Licensed Marks or

any trademarks, service marks, trade names, Franchisor owned telephone numbers, including, without limitation, 1-800-WEINSURE, Franchisor owned domain names, including, without limitation, https://weinsuregroup.com, or indicia, which are or may be confusingly similar in its own corporate or business name except as authorized in this Agreement. Franchisee further acknowledges and agrees that any and all goodwill associated with the System and/or identified by the Licensed Marks (including all future distinguishing characteristics, improvements and additions to or associated with the System) shall be Franchisor's property and shall inure directly and exclusively to the benefit of Franchisor and that, upon the termination, expiration or non-renewal of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisees use of the Licensed Marks.

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

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

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

bearing the old Licensed Mark shall be replaced or modified within 60 days of such date.

(e) To the extent that any of the Licensed Marks infringes (or allegedly infringes) upon any copyright, trademark, or other proprietary right of a third party, Franchisor shall defend Franchisee through final judgment or settlement of any Claim asserted against Franchisee by any third party alleging such infringement, and shall indemnify Franchisee in the amount of any final judgment or settlement of such Claim. Franchisor, however, will have no obligation to defend or indemnify Franchisee if such third-party Claim arises out of or relates to any use by Franchisee of the Licensed Marks that is inconsistent with or violates this Agreement. Franchisor has the sole right to conduct the defense of any such Claim and all negotiations for its settlement or compromise. As a condition to the foregoing defense and indemnification obligations, Franchisee shall give Franchisor prompt written notice of any written threat, warning, or notice of any such Claim and to provide copies of applicable documentation served upon or received by Franchisee.

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

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

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

11. MANUAL

(a) To protect the reputation and goodwill of the System, and to maintain standards of operation under the Licensed Marks, Franchisee shall conduct the Agency operated under the System in accordance with the Manual, including any amendments, which Franchisee acknowledges belong solely to Franchisor and shall be on loan to Franchisee from Franchisor during the Term of this Agreement. When any provision in this Agreement requires that Franchisee comply with any standard, specification or requirement of Franchisor, unless otherwise indicated, such standard, specification or requirement shall be such as is set forth in this Agreement or as may, from time to time, be set forth by Franchisor in the Manual. The manual is kept electronic and stored on our intranet site. Franchisees are to read and refer to this manual pertaining to our processes and procedures set forth.

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

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

controlling.

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

12. ADVERTISING AND MARKETING

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

(a) Local Advertising.

(i) Franchisee acknowledges and agrees that local advertising and marketing is Franchisee's sole responsibility. Franchisee further acknowledges and agrees that all local advertising and marketing efforts undertaken by Franchisee must comply with all of Franchisor's specifications for local advertising and marketing as set forth in the Manual, including with any requirements hereafter implemented in connection with any local advertising requirement as further described in (ii) below.

(ii) There is no current minimum or maximum *required* local advertising expenditures that Franchisor requires Franchisee to make in connection with its Agency; however, Franchisor *recommends* that Franchisee spend at least three percent (3%) of Franchisee Commission on local advertising or marketing efforts. Franchisor reserves the right, in its sole discretion, at any time during the Term of this Agreement, to implement a local advertising requirement that would *require* Franchisee to spend up to three percent (3%) of Franchisee Commission on local advertising or marketing efforts.

(iii) Notwithstanding anything to the contrary set forth herein, Franchisor may, in its sole discretion, require Franchisee to purchase from Franchisor or a designated supplier (at Franchisee's sole cost and expense) certain local advertising and marketing materials, including but not limited to, merchandising materials, sales aids, special promotions, and similar advertising. Franchisee shall also be required to purchase, utilize and maintain in the quantities specified by Franchisor certain promotional materials of the kind and size as Franchisor may, in its sole discretion, from time to time require.

(iv) To the extent that Franchisor implements specifications relating to local marketing, advertising and promotional efforts of its franchisees, Franchisee shall be required to conduct its local marketing and advertising efforts in accordance with the Manual including, but not limited to, specifications that

require Franchisee to:

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

(2) Engage in Internet-based marketing designed to drive business to the Agency, provided, however, that this shall not include developing any website separate from the Website, nor shall Franchisee be permitted to establish any social media or other similar account (including but not limited to Facebook, Twitter, YouTube, SnapChat, Instagram, Pinterest, LinkedIn, Flickr, or Vine) without the prior written approval of Franchisor (all advertising accounts created hereunder are subject to the Conditional Assignment);

(3) Submit to Franchisor an annual local advertising plan for Franchisor's approval (such listings subject to the Conditional Assignment);

(4) Submit to Franchisor proof of all local advertising expenses for each quarter within 30 days of the end of said quarter; and

(5) Submit to Franchisor, for its prior approval, samples of all local advertising to be used by Franchisee that have not been prepared or previously approved by Franchisor or its designated agents. Franchisor shall prescribe the method for submission of such advertising in the Manual. Franchisee shall include in all advertising any toll-free number or Internet address required by Franchisor. Franchisee shall not use the Licensed Marks in any advertising literature or promotional materials without the prior written consent of Franchisor. Franchisor shall use all good faith efforts to approve or disapprove Franchisees proposed advertising materials within 30 days of receipt of such materials. If Franchisor fails to specifically approve or disapprove advertising within such period, it shall be deemed automatically approved. Franchisor reserves the right to rescind its approval for any advertising, marketing or promotional materials at any time; if it does so, Franchisee must immediately stop using or displaying such material at its sole cost and expense.

(b) Brand Fund. Franchisor has established a national marketing and advertising program (the "**Brand Fund**") for the common benefit of all We Insure® Franchisees. The parties agree that the following shall apply:

(i) Franchisee shall contribute to the Brand Fund on a monthly basis in an amount specified by Franchisor, such amount not to exceed 3% of Franchisee Commission. Such contribution shall be deducted from Franchisee Commissions in the same manner as Monthly Technology Fees are deducted from such compensation.

(ii) Franchisor shall use, in its sole discretion, the Brand Fund to develop, produce, and distribute national, regional and/or local advertising and to create advertising materials that promote, in Franchisor's sole opinion, the services offered by the System. Such material may include, in Franchisor's sole discretion: (a) television, radio, magazine, social media, direct mail, and newspaper advertising; (b) public relations (including charitable activities); (c) the use of advertising agencies; (d) digital media, internet, websites and (e) non-traditional forms, including utilization of influencers. The advertising funded by the Brand Fund may not represent, and is not required to represent, a pro-rata or direct benefit to all We Insure® franchisees at all times but shall instead be designed to benefit the System as a whole.

(iii) Franchisor shall make expenditures on behalf of the Brand Fund as it deems appropriate in its sole discretion.

(iv) Franchisor may use money from the Brand Fund to reimburse Franchisor for its reasonable costs and expenses incurred in managing, administering or providing services or personnel for the activities of the Brand Fund, including hiring a third-party service provider to administer the Brand Fund in whole or in part.

(v) If any funds are left in the Brand Fund at the end of a fiscal year, such funds shall continue to roll over into the following years until such funds are expended

(vi) Franchisor shall not use the Brand Fund to solicit new We Insure® franchisees, but it may place incidental franchisee solicitation on advertising, promotion and marketing materials.

(vii) Franchisor is not required to audit or provide an accounting, statements or reports on the Brand Fund on written request or otherwise.

(viii) Franchisor, in its sole discretion, may create an advisory council to help it manage the Brand Fund. Franchisor shall have the sole right to determine the advisory council's purpose, powers, and composition, and also the sole right to change or alter the advisory council at any time. Nothing in this Agreement requires Franchisor to allow Franchisee to participate in or be a part of the advisory council.

(c) Brand Fund Reduction/Incentive Program. Franchisor has established an incentive program whereby Franchisee may be entitled to a reduction of its annual contribution to the Brand Fund (the "Incentive"). If, on an annual basis, Franchisee achieves all of the

criteria set forth in Sections 12(c)(i) – 12(c)(iii), Franchisee shall receive a reduction of its next annual contribution to the Brand Fund as follows – instead of being required to pay 3% of Franchisee Commission toward the Brand Fund, Franchisee would only be required to contribute 2% of Franchisee Commission to the Brand Fund. Franchisee Commission shall be as reported by Franchisee on the most recent twelve (12) commission statements.

(i) Franchisee shall have reached cumulative Book of Business of $10,000,000.00 in paid commissionable premiums reported by Franchisee on the most recent twelve (12) commission statements (the "**Incentive Minimum**"). Failure to maintain the Incentive Minimum shall result in loss of the Incentive, and Franchisee's annual contribution to the Brand Fund shall be prorated based upon the number of months Franchisee met the Incentive Minimum.

(ii) Within fourteen (14) days of meeting the criteria set forth in Section 12(c)(i), Franchisee shall provide written notice to Franchisor of Franchisee's eligibility. Failure to timely provide such written notice shall prevent Franchisee from receiving the Inventive for its next annual contribution to the Brand Fund.

(iii) Franchisee must have an active franchise operation and active franchise agreement with Franchisor. Franchisee must be in good standing (as determined in the sole discretion of Franchisor) with the terms of this Agreement, the Manual, and all other obligations to Franchisor. Non-Compliance with any provision of this Agreement or the Manual shall immediately disqualify Franchise from receiving the Incentive and Franchisee shall not be eligible for the Incentive until such time Franchisee corrects all defaults and is determined, in Franchisor's sole discretion, to be in good standing. For purposes of clarity, if a Franchisee applied for the Incentive in January, but was deemed not in good standing, Franchisee could not apply for the Incentive until the following January.

(iv) The Incentive does not automatically renew; therefore, Franchisee must annually qualify for and notify Franchisor (pursuant to Sections 12(c)(i)-12(c)(iii) in order to receive the Incentive.

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

(d) Other Advertising and Marketing Programs. Franchisor reserves the right to create additional advertising programs and to require Franchisee's participation at Franchisee's

sole cost and expense. Franchisee acknowledges and agrees that it will participate in all other advertising and marketing programs designated by Franchisor as mandatory.

(e) Cooperatives. Franchisor does not currently have a cooperative; however, Franchisor reserves the right to establish an advertising cooperative at any time and, if it does, Franchisor reserves the right to require you to participate and/or may require you to direct all or a portion of your Brand Fund contributions to the cooperative.

13. COVENANTS

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

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

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

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

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

(f) Franchisee agrees, both during the Term of this Agreement and following the Restrictive Date, not to make or issue any disparaging comments or statements regarding Franchisor, any other We Insure® franchisee, or the Agency including any statements that are intended to, or would reasonably be expected to, (i) disparage the business

reputation of Franchisor or any other We Insure® franchisee; (ii) cause any Customer, supplier, or other person contracted with Franchisor or any other We Insure® franchisee to cease doing business in whole or in part with Franchisor or such franchisee; or (iii) cause harm to the Agency.

(g) In addition, Franchisee agrees to cause Franchisee's Principal (if Franchisee is an entity) and each Non-Principal, employee or independent contractor for Franchisee to sign a restrictive covenant agreement containing restrictions substantially similar to those in this Section in form acceptable to Franchisor. The Franchisor's current approved form of such Restrictive Covenant Agreement is set forth in Exhibit 7 to the Franchise Agreement. Franchisor shall be a third-party beneficiary of such agreements, and Franchisee shall not amend, modify or terminate any such agreement without Franchisor's prior written consent.

(h) The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement, and shall, where applicable, survive the termination, expiration, non-renewal, assignment, or transfer of this Agreement for any reason. Franchisee further expressly agrees that the existence of any claim it may have against Franchisor whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the foregoing covenants. During any period in which Franchisee or its principals are in violation of said restrictions, Franchisee acknowledges and agrees that the period of restriction set forth herein shall toll and shall not run, and that all restrictions shall automatically be extended by the period Franchisee or its principals were in violation of any such restrictions.

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

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

equity, by statute, or otherwise.

14. TRANSFER AND ASSIGNMENT

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

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

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

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

(ii) The proposed transfer is at a price and the purchase and sale agreement contains such terms and conditions as Franchisor shall deem reasonable;

(iii) As of the effective date of the proposed transfer, all obligations of Franchisee hereunder (including Franchisor's Affiliates) and under any other agreements between Franchisee and its Affiliates and Franchisor (including Franchisor's Affiliates) are fully satisfied;

(iv) As of the effective date of the proposed transfer, all obligations of the proposed transferee and its Affiliates to Franchisor under all agreements of any kind between the proposed transferee and Franchisor are fully satisfied; and

(v) As of the effective date of the proposed transfer, Franchisor shall have forwarded to Franchisee its approval of the proposed transfer to the proposed transferee, in accordance with this Agreement.

(d) In addition to the foregoing, the requirements for all such transfers under this Section are as follows:

(i) Franchisee must request that Franchisor provide the prospective transferee with Franchisor's current form of franchise disclosure document required by the Federal Trade Commission's Trade Regulation Rule on Franchising and/or other applicable state franchise registration/disclosure laws, and a receipt for such document shall be delivered to Franchisor; provided, however, Franchisor shall not be liable for any representations other than those contained in such franchise disclosure document;

(ii) The proposed transferee must execute Franchisor's then-current form of Franchise Agreement, which may contain terms and conditions substantially different from those in this Agreement, for an initial term equal to the initial term then being offered in Franchisor's then-current form of Franchise Agreement;

(iii) If the proposed transferee is an entity, each individual owner of such proposed transferee entity must execute our then-current Guaranty of Performance and Restrictive Covenant Agreement;

(iv) The proposed transferee shall pay to Franchisor a transfer fee (the "**Agency Ownership Transfer Fee**") prior to the date of transfer as follows: (i) if the transfer is from one franchisee to another franchisee of the Franchisor, if the transfer results in a partial change in ownership or voting interest, or if franchisee sells its economic interests to the policies within the franchisee's book of business to another franchisee, a transfer fee is equal to $300 and is to be paid to the Franchisor before any such transfer is completed; (ii) if the transfer results in a complete change in ownership or voting rights and is to a new owner that is not a

current franchisee of Franchisor, the Agency Ownership Transfer Fee shall be equal to the then-current Initial Franchise Fee;

(v) If permitted by applicable law, the transferor and the transferee shall have executed a general release in a form satisfactory to Franchisor, of any and all claims against Franchisor, its Affiliates and their officers, directors, attorneys, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement or any other agreement;

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

(vii) The transferee and its personnel shall have completed, to Franchisor's satisfaction, the training then required by Franchisor. Franchisor will not charge transferee to attend training, but transferee is responsible for paying the travel and lodging expenses incurred in connection with attending training.

(e) Any additions or modifications to your corporation ownership, members, equity interests, or agency operations such as the assigned Designated Manager must first be sent to us via email to compliance@weinsuregroup.com for approval. You must provide to us an operating agreement that outlines the individuals name, contact information, role, and percentage of equity interests and you must receive our approval before any modifications can be made. Only a controlling member or members of the corporation who holds more than 51% equity interests may request changes to the agency information. Otherwise a corporate resolution will be required to make any changes requested such as but not limited to the Designated Manager assignment. If Franchisee requests approval to restructure its ownership such that there is a new Principal or to replace its existing Designated Manager with a new Designated Manager, we shall consider such request in our sole discretion and shall charge Franchisee a fee of $1,000 to do so, regardless of whether we approve or disapprove the replacement Principal and/or Designated Manager. Upon receipt of such a request, Franchisor shall also require, in its sole discretion, an interview of the replacement Principal or Designated Manager to be conducted at a location of Franchisor's selection. Franchisee shall be responsible for any Carrier Appointment Fees that result from the change in Principal or Designated Manager.

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

(g) In the event of the death or Disability of Franchisee or of a stockholder of a corporation or member of a partnership or limited liability company to which this Agreement has been assigned, Franchisor shall consent to a transfer of this Agreement, or of the stock of said corporation or partnership or membership interest of said partnership or limited liability company, to the spouse, children, heirs or relatives by blood or marriage of the Person who is deceased or suffering from a Disability (or to the remaining shareholders, partners or members of Franchisee), whether said transfer is made by last will and testament, revocable living trust, or by operation of law, provided the following requirements are satisfied: (1) the proposed transferee substantially meets the then-current standards of qualifications of Franchisor for new franchisees and if this Agreement is not otherwise in default; (2) the proposed transferee executes Franchisor's then-current form of Franchise Agreement, which may contain terms and conditions substantially different from those in this Agreement, for an initial term equal to the initial term then being offered in Franchisor's then- current form of Franchise Agreement; (3) if permitted by applicable law, the transferor and the transferee execute a general release in a form satisfactory to Franchisor, of any and all claims against Franchisor, its Affiliates and their officers, directors, attorneys, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement or any other agreement; (4) the transferee demonstrates to Franchisor's sole satisfaction that it meets all of Franchisor's requirements for becoming a We Insure™ franchisee, including, without limitation, that it: (i) is properly licensed by all governmental and self-regulatory agencies and organizations; (ii) meets Franchisor's managerial and business standards then in effect for similarly situated franchisees; (iii) possesses a good moral character, business reputation, and satisfactory credit rating; (iv) is not a competitor of Franchisor; (v) will comply with all instruction and training requirements of Franchisor; and (vi) has the

aptitude and ability to operate a We Insure Agency; and (5) the transferee and its personnel shall have completed, to Franchisor's satisfaction, the training then required by Franchisor. The spouse or personal representative may, on written request to Franchisor made within 60 days of such death or Disability, continue to act as a temporary franchisee under this Agreement for a period not to exceed 90 days after death or Disability, provided that such person receives training as provided herein and that this Agreement is not otherwise in default. No Agency Ownership Transfer Fee shall be required to be paid upon said transfer to the surviving spouse, children, heirs, beneficiaries or devisees of Franchisee. If said representative fails to request in writing the right to continue to act as a franchisee under this Agreement within the specified 60-day period or if a transfer is made hereunder within a 90-day period following the death or Disability of Franchisee, this Agreement shall automatically terminate. Nothing herein shall modify the rights of any co-signer of this Agreement to fulfill the term of the Agreement in the event of the death of another co-signer, if the surviving co-signer was a purchaser approved by Franchisor who has complied with the training requirements of Franchisor.

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

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

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

> The sale, transfer, pledge or hypothecation of this stock or equity interest is restricted pursuant to the terms of a Franchise Agreement dated_____, 20_____, by and between We Insure, LLC, a Florida limited liability company, and the issuer of these shares.

(k) The parties expressly acknowledge and agree that in the event Franchisor, in its sole

discretion, consents to a Transfer):

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

15. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF PARTIES

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

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

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

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

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

(f) Franchisee represents and warrants that neither Franchisee, nor any Principal, Affiliate,

owner, partner, director, officer or manager of Franchisee, nor any affiliate, parent, child or spouse of any individual Franchisee (collectively for this paragraph "Franchisee"), supports terrorism, provides money or financial services to terrorists, or is engaged in terrorism, is on the current United States government list of organizations that support terrorism, nor has engaged in or been convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes, and all are eligible under applicable United States immigrations laws to be in the United States and perform the obligations set forth in this Agreement. Franchisee further warrants and represents that Franchisee is not identified by a government or legal authority as a person with whom Franchisor is prohibited from transacting business and that it will notify Franchisor in writing immediately of the occurrence of any event that renders the foregoing representation and warranties incorrect.

16. DEFAULT, TERMINATION, AND SUSPENSION

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

(i) Franchisee files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, makes a general assignment for the benefit of creditors, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Agency. In no event shall this Agreement or any right or interest hereunder be deemed an asset in any insolvency, receivership, bankruptcy arrangement or reorganization.

(ii) Proceedings are commenced to have Franchisee adjudicated bankrupt or to seek Franchisees reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for Franchisee or the Agency without Franchisee's consent, and the appointment is not vacated within 60 days.

(iii) A final judgment entered against Franchisee or its Principal in excess of $10,000 remains unsatisfied or of record for 60 days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction).

(iv) Franchisee purports to sell, assign, transfer or otherwise dispose of the Franchise, the Agency, this Agreement, or the franchise rights granted hereunder in violation of this Agreement.

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

(i) Franchisee or its Principal are convicted of or plead guilty or no contest to a felony or any other crime or offense (even if not a crime); take part in any criminal misconduct relevant to the operation of the Agency; refuse to undergo or fail to pass a drug test or criminal background check to Franchisor's satisfaction; or if Franchisee fails to terminate any employee who fails to pass a drug test or criminal background check to Franchisor's satisfaction.

(ii) Franchisee or its Principal makes any materially false statement, misrepresentation, or omission in connection with this Agreement or Franchisee's franchise application, including but not limited to any financial misrepresentation.

(iii) Franchisee fails to complete the Initial Training (including any online courses) as required by this Agreement.

(iv) Franchisee or its Principal, Non-Principal, or Designated Manager commits any fraud or misrepresentation in the operation of the Agency.

(v) If any insurance company withdraws its appointment of Franchisee based on its determination that Franchisee has committed fraud.

(vi) RESERVED.

(vii) Franchisee violates any health, safety or sanitation law, ordinance, or regulation, or operates the Agency in a manner that presents a health or safety hazard to any customers or the general public which is materially injurious to the Franchised Business.

(viii) RESERVED.

(ix) The insurance company that provides the E&O Policy to Franchisor declines to provide errors and omissions insurance coverage for Franchisee.

(x) RESERVED.

(xi) Franchisee offers any unauthorized and unapproved products or services.

(xii) RESERVED.

(xiii) RESERVED.

(xiv) A levy of writ of attachment or execution or any other lien is placed against Franchisee or its Principal or any of their assets which is not released or bonded

against within 30 days.

(xv) Franchisee locates or relocates the offices of the Agency to an address other than the Site without Franchisor's written consent or fails to comply with Franchisor's specifications governing such relocation or Franchisee establishes an additional office for the Agency at an address other than the Site without Franchisor's written consent.

(xvi) RESERVED.

(xvii) Franchisee or its Principal materially violates any provision hereof pertaining to the Licensed Marks, the Confidential Information, or the System, or misuses the Licensed Marks, the Confidential Information, or the System.

(xviii) Franchisee or its Principal violates any of the covenants set forth in this Agreement.

(xix) Franchisee enters into a brokerage, commission, sharing, account sharing or service center agreement (oral or written) with any Person that is not Franchisor, or which is not obligated by contract to process all applications for Insurance Products exclusively through the facilities of Franchisor.

(xx) Franchisee's ability to quote, issue, and bind policies for any Designated Carrier is terminated due to fraud, illegality, or any other reason that in Franchisees sole discretion materially affects Franchisees relationship with said Designated Carrier.

(xxi) Any government action is taken against Franchisee that results in any obligation upon Franchisor which in Franchisor's sole judgment is uneconomical, not in the best interests of Franchisor, or would result in Franchisor having an unintended relationship or obligation.

(xxii) Franchisee, its Principal or any of its employees or agents is found guilty of committing any act of violence, abuse, or financial exploitation against any customer of the Agency.

(xxiii) Franchisee uses the assets of the Agency or the assets of customers of the Agency for personal use.

(xxiv) Franchisee voluntarily or otherwise abandons the Agency. The term "abandon" includes any conduct that indicates a desire or intent to discontinue the Agency in accordance with the terms of this Agreement and shall apply in any event Franchisee fails to operate the Agency for a period of 3 or more consecutive Business Days without Franchisor's prior written approval.

(xxv) Franchisor sends Franchisee 2 or more written notices to cure the same or similar defaults or violations of this Agreement during any 12-month period, or

Franchisor sends Franchisee 5 or more notices to cure any defaults or violations of this Agreement during the Term, notwithstanding whether such defaults or violations are cured or waived.

(xxvi) Franchisee or its Principal materially breaches any other agreement with Franchisor or any of its Affiliates, or threatens any material breach of any such agreement, or any lease for the Agency, and fail to cure such breach within any permitted cure period.

(xxvii) Franchisee or its Principal takes any public action or conducts itself in a manner which, in Franchisor's discretion, whether or not criminal, adversely affects the operations of Franchisor or any other Franchisee, the System, the Licensed Marks, or the products offered through the System.

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

(i) Franchisee fails to pay, as and when due, any sums owed to Franchisor, its Affiliates, or any of its major suppliers or vendors.

(ii) Franchisee fails to provide financial or other reports as required under this Agreement.

(iii) Franchisee fails to timely pay suppliers or otherwise fulfill its obligations to third parties dealing with Franchisee, without good cause given by such third parties

(iv) Any audit reveals that Franchisee has failed to submit timely reports and/or remittances for any 2 reporting periods within any 12-month period.

(v) Franchisee fails to immediately endorse and deliver to Franchisor any payments due to Franchisor from any third party that is erroneously made payable to Franchisee.

(vi) Franchisee fails to open the Agency for business to the public on or before the Opening Date.

(vii) Franchisee fails to maintain the hours of operation as required by System Standards.

(viii) Franchisee fails to comply with System Standards.

(ix) Either Franchisee or its Designated Manager fails to personally supervise day-to-day operation of the Agency or fails to employ a sufficient number of qualified, competent personnel as Franchisor requires from time to time.

(x) Franchisee fails to procure or maintain any licenses, certifications, or permits necessary for the operation of the Agency.

(xi) Franchisee fails to meet the minimum production standard, after franchisor exhausted all reasonable efforts of assistance to franchisee, and or if franchisee disregards the franchisors attempts to resolve and fails to act in the attempts to cure the default.

(xii) Franchisee fails to satisfactorily complete Initial Training after participating in two Initial Training sessions.

(xiii) Franchisee commits any other breach of this Agreement.

(xiv) Franchisee commits any act, or fails to take any action, which in the opinion of Franchisor would be sufficient cause for the revocation of a license, registration or authority by any self-regulatory organization, governmental agency, or Designated Carrier in any state in which Franchisee sells, renews, services or delivers Insurance Products, or such licenses, registration, or authority is actually suspended or revoked.

(xv) Franchisee fails to conduct business according to the laws and regulations of any governing or self-regulating body or authority having jurisdiction over the Agency.

(xvi) The insurance coverage or Insurance Product underwriting practices by Franchisee, in the sole opinion of Franchisor, may jeopardize Franchisor's continued contractual agency relationship with any Designated Carrier.

(xvii) Franchisee orders or purchases supplies, signs, furnishings, fixtures, or equipment from any currently unapproved supplier.

(xviii) Franchisee fails to maintain insurance or to repay Franchisor for insurance paid for by it, or otherwise fails to adhere to the insurance requirements of this Agreement.

(xix) Franchisee's interest in any lease relating to the operation of the Agency at the Site is terminated or expires, or Franchisee's right of possession of the Site shall be terminated at any time for any cause whatsoever.

(d) Any exercise by Franchisor of its right to terminate this Agreement shall be without prejudice or waiver of its rights hereunder or any other rights available at law or in equity, including its rights to damages.

(e) Franchisee may terminate this Agreement at any time for any reason upon providing Franchisor ninety (90) days' prior written notice of its intent to terminate. Such

termination shall be effective upon the expiration of such 90-day period, or such earlier date as may be mutually agreed by the parties.

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

(i) Franchisee conducts business for its own account in violation of this Agreement;

(ii) Franchisor receives notification from any of the Designated Carriers that Franchisor's or Franchisee's access to such Designated Carrier is suspended or terminated.

(iii) Franchisee fails to comply with the claims, binding, underwriting, or other requirements of a Designated Carrier;

(iv) Franchisee fails to comply with Franchisor's SIFI guidelines, or otherwise fails to submit required documentation (including a signed copy of the application) or e- signatures to Franchisor in a timely manner, as required by this Agreement;

(v) Franchisee fails to immediately endorse and deliver to Franchisor any payments due to Franchisor from any third party that is erroneously made payable to Franchisee;

(vi) Franchisee fails to deposit into Franchisor's trust account customer premium payments made directly to Franchisee or makes deposits and fails to follow the proper depository notification procedure.

(vii) Franchisee commits any action that, in Franchisor's sole discretion, could be considered a material violation of Insurance Product underwriting guidelines, including but not limited to quoting, issuing, or binding an Insurance Product (a) by or through a managing general agency or (b) in the excess and surplus lines except as except through Franchisor or with Franchisor's prior written permission;

(viii) Franchisee or Franchisee's Principal (as the case may be) fails to maintain all required licenses, permits, and continuing education requirements;

(ix) Franchisee permits unlicensed employees to quote, issue, or bind an Insurance Product;

(x) Franchisee fails to comply with Franchisor's Acceptable Use Policy, as set forth in the Manual;

(xi) Franchisee quotes, issues, or binds an Insurance Product without authorization from Franchisor or the Designated Carrier for such Insurance Product;

(xii) Franchisee fails to pay, as and when due, any sums owed to Franchisor, its Affiliates, or any of its major suppliers or vendors; or

(xiii) Franchisee fails to operate the Agency in compliance with Franchisor's branding requirements, including but not limited to failing to identify itself as a We Insure® franchisee or operating a separate and independent web presence without Franchisor's express written permission.

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

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

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

predict how long a Franchisor would have retained the customer if the Franchisee had not participated in causing the customer to move the business. Franchisor shall have the right to offset any damages, calculated in accordance with the provisions of this paragraph, from any amounts that Franchisor may owe Franchisee or, if Franchisor does not owe any amounts to Franchisee, then Franchisee shall pay such damages to Franchisor within ten (10) days of written demand from Franchisor. The provisions of this paragraph shall not, in any way, limit any other remedy or right available to Franchisor pursuant to the terms of this Agreement.

17. POST-TERMINATION RIGHTS AND OBLIGATIONS

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

(i) Cease to operate the Agency and cease all use of the System and the Licensed Marks. Franchisee shall not thereafter, directly or indirectly, represent to the public that the former Agency is, or was operated as a part of, or is in any way connected with the We Insure franchise network, or hold itself out as a present or former We Insure® franchise owner;

(ii) Pay all sums owing to Franchisor, including those invoiced to Franchisee after the effective date of the expiration, termination, or non-renewal of this Agreement, including, but not be limited to, actual and compensatory damages, costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with enforcing its rights under this Agreement;

(iii) Return to Franchisor, in good condition, the Manual and all other Confidential Information, including without limitation, any Client Account lists, insurance prospect lists, Insurance Product expiration lists, Client Account records, equipment, materials, forms, supplies and other property owned by Franchisor, and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document that Franchisee reasonably needs for compliance with any applicable provision of law;

(iv) Take such action as may be required by Franchisor to transfer and assign to Franchisor or its designee all trade and similar name registrations and business licenses, and to cancel any interest that Franchisee may have in the same;

(v) Immediately cease using all telephone numbers, facsimile numbers, directory listings, social media accounts, domain names, and other items covered by the Conditional Assignment, and to comply with the terms of the Conditional Assignment.

(vi) Cease to use in advertising, or in any manner whatsoever, any methods,

procedures or techniques associated with the System in which Franchisor has a proprietary right, title or interest; cease to use the Licensed Marks and any other marks and indicia of operation associated with the System, and remove from the Site all trade dress, physical characteristics, color combinations and other indications of operation under the System. Without limiting the generality of the foregoing, Franchisee agrees that in the event of the termination, expiration or non-renewal of this Agreement, Franchisee will remove all signage bearing the Licensed Marks, and, upon Franchisor's request, deliver such signs to Franchisor, and will remove any items that are characteristic of the System "trade dress" from the Site, and (to the extent permitted under the Site lease) repaint the Site in color schemes that are not confusingly similar to Franchisor's standardized and recognizable exterior color scheme, if applicable. Franchisee agrees that Franchisor or a designated agent may enter upon the Site at any time to make such changes at Franchisees sole risk and expense and without liability for trespass;

(vii) Franchisee does hereby grant in favor of Franchisor a lien upon all interior and exterior signage or other fascia bearing any Licensed Marks that are to be displayed on the interior or exterior of the Site, and, in the event of any termination, expiration or non-renewal of this Agreement, Franchisee agrees to remove immediately such signage and fascia bearing any of the Licensed Marks from the Site. If Franchisee fails to make such alterations within 5 days after the effective date of them termination, expiration or non-renewal of this Agreement, Franchisee agrees that Franchisor or its designated agents may enter upon the Site at any time to make such alterations, at Franchisees sole risk and expense, without liability to Franchisee for trespass. Franchisor shall be entitled to acquire all such signage and fascia not removed by Franchisee in a timely manner pursuant to this Section for the sum of $100;

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

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

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

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

18. FRANCHISOR'S PURCHASE RIGHT

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

(b) If the parties cannot agree upon the Purchase Price within a reasonable time, an independent appraiser shall be designated by Franchisor, and his determination of the Purchase Price shall be binding on Franchisor and Franchisee. The cost of such appraisal shall be borne equally by the parties and the Franchisees portion will be reflected by reduction in the purchase price.

(c) If Franchisor exercises its option to purchase the Agency, the Purchase Price shall be payable as follows:

(i) 10% of the Purchase Price shall be paid at the closing of the purchase transaction by bank or certified check.

(ii) The balance of the Purchase Price shall be paid over a period of 3 years in 36 equal monthly installments, the first monthly installment being made on the 10th day of the month following the month in which the initial payment is made. The obligation to make monthly installment payments shall be evidenced by a series of 36 negotiable promissory notes of the Franchisor payable to the order of the Franchisee, each bearing interest from the date of the closing at the published

"**Prime Rate**" charged by Chase Manhattan Bank, New York, New York, to its most substantial commercial clients and containing provisions to the effect that should any note be unpaid for more than 10 days after written notice of default, the remaining notes shall forthwith become due and payable without any further notice; provided, however, that the Franchisor or any holder in due course shall have the right at any time after the calendar year in which the closing takes place to prepay the notes in multiples of $1,000 in inverse order of maturity, together with interest to the date of payment.

(d) If Franchisor exercises its option to purchase the Agency, Franchisee agrees fully to cooperate in effectuating such transaction and undertakes to use his/her best efforts to provide Franchisor and its designees with all such data and documentation as reasonably may be required to give effect to the purposes of this Section.

(e) In the event Franchisor does not elect to exercise the foregoing option to purchase the Agency, Franchisee shall immediately return to Franchisor all materials which bear any of the Licensed Marks, trade names or copyrighted material. Franchisee shall also destroy any and all materials not otherwise required to be returned to Franchisor in accordance with this Agreement or the Manual. Contemporaneously, Franchisee shall return to Franchisor all copies in his/her possession of materials and documents (including, among other things, the Manual, corporate records and files, correspondence, brochures, agreements, and disclosure statements) relating to the grant or operation of the Agency.

19. POST-TERM EXTENDED EARNINGS

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

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

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

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

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

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

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

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

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

20. INSURANCE

(a) Franchisee shall, at its expense, and no later than the date of commencement of the operation of the Agency, procure and maintain in full force and effect throughout the Term of this Agreement the following types of insurance: (i) a standard Business Owners Policy providing coverage for the Site with liability limits of not less than $1,000,000/$1,000,000, unless such requirement is waived in writing by Franchisor; (ii) a standard hired and non-owned automobile policy with liability limits of not less than $1,000,000; and (iii) a Workers Compensation Policy with liability limits as required by state law, unless such requirement is waived in writing by Franchisor. In its discretion, the types and amounts of insurance to be acquired and maintained by Franchisee may be modified in writing by Franchisor. Franchisee shall cause all such policies for the aforementioned coverages to be endorsed so that Franchisor is an additional named insured.

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

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

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

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

21. TAXES, PERMITS, INDEBTEDNESS, COMPLIANCE WITH LAWS

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

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

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

22. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

(a) It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, warranty or representation or to create any obligation on behalf of Franchisor except as expressly authorized under this Agreement. Nothing in this Agreement is intended by the parties to create a fiduciary relationship between them or to constitute Franchisee as a legal representative, subsidiary, joint venture, partner, employee, tenant or servant of Franchisor for any purpose whatsoever. In all dealings with third parties including, without limitation, employees, suppliers and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent contractor licensed by Franchisor to utilize the Licensed Marks and operate the Agency. Franchisee shall be responsible for payment of its own federal income taxes, social security, Medicare and such other taxes and liabilities assessed or levied against Franchisee by virtue of this Agreement and the sums received by Franchisee pursuant to this Agreement. Subject only to the limitations set forth in this Agreement, Franchisee shall have the discretion to determine the time, place and manner of soliciting and servicing clients and otherwise carrying out its obligations hereunder, subject to the limitations set forth in this Agreement and Franchisor's high ethical standards and its quality customer service.

(b) Franchisee agrees to protect, defend, indemnify, and hold Franchisor and its Affiliates, and their respective directors, officers, agents, attorneys and shareholders jointly and severally (collectively the "**Franchisor Indemnitees**"), harmless from and against, and promptly to reimburse Franchisor Indemnitees for, all Claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, consequently, directly or indirectly incurred (including without limitation reasonable attorneys' and paralegals' fees, court costs and costs of investigation) as a result of, arising out of, or connected with: (i) Franchisee's breach of any of the terms, covenants, warranties, or

representations of this Agreement; (ii) the operation of the Agency; (iii) any unauthorized use of the Agency Management System; (iv) any negligence or willful misconduct on the part of Franchisee or its Principals or Affiliates, or any of their respective directors, officers, agents, shareholders, employees, contractors, subcontractors, licensees or invitees; (v) any incident, death, injury or damage to any person or property occurring in, on or about the Site; (vi) Franchisee's use of the Licensed Marks or other proprietary material; or (vii) any unauthorized transfer of your rights under this Agreement or of the Agency; or (viii) Franchisee's failure to pay, when due, any and all tax obligations. Franchisor shall have the right to defend or settle any such claim against it in such manner as Franchisor deems appropriate, in its sole discretion.

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

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

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

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

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

Franchisee of any term, covenant or condition of this Agreement.

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

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

24. ENFORCEMENT

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

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

(c) If Franchisor secures any declaration, injunction or order of specific performance pursuant to Section 24(b) above, if any provision of this Agreement is enforced at any time by Franchisor, or if any amounts due from Franchisee to Franchisor are, at any time, collected by or through an attorney at law or collection agency, Franchisee shall be liable

to Franchisor for all costs and expenses of enforcement and collection including, but not limited to, court costs and reasonable attorneys' fees.

25. NOTICES

Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized overnight courier service, receipt acknowledged. Notices to Franchisee shall be addressed to Principal at the address listed in the Preamble of this Agreement. Notices to Franchisor shall be addressed to it at the address listed in the Preamble of this Agreement, Attention: President. Any notice complying with the provisions hereof shall be deemed to be given 3 days after mailing, or on the date of receipt, whichever is earlier. Each party shall have the right to designate any other address for such notices by giving notice thereof in the foregoing manner, and in such event all notices to be mailed after receipt of such notice shall be sent to such other address. Notwithstanding the foregoing, in the event that notice is required to be given under Section 16(f) of this Agreement, such notice may be sent by electronic mail (e-mail) and shall be deemed to be delivered as of the date and time such e- mail was sent by the sender.

26. GOVERNING LAW AND DISPUTE RESOLUTION

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

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

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

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

(iii) In all Claims, Franchisee consents and agrees that it may be served with process outside the State of Florida in the same manner as service may be

made within the State of Florida by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction, and Franchisee hereby waives any defense it may have of insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of service available in such lawsuits and shall be available in addition to any other method of service allowed by law.

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

(v) **WAIVER OF CLASS OR GROUP ACTION. ANY CLAIM, ACTION OR SUIT BETWEEN YOU AND US (AND/OR OUR AFFILIATES AND OWNERS) WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND CANNOT BE BROUGHT AS A CLASS ACTION OR CLASS ARBITRATION. FRANCHISEE AND ITS PRINCIPALS, OFFICERS AND AGENTS WAIVE ANY RIGHT TO PROCEED AGAINST FRANCHISOR (AND OUR AFFILIATES, STOCKHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) BY WAY OF CLASS ACTION, CLASS ARBITRATION, OR BY WAY OF A MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION.**

(vi) **LIMITATION OF ACTION. ANY AND ALL CLAIMS AGAINST FRANCHISOR OR ANY OF OUR AFFILIATES THAT ARE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BARRED UNLESS AN ACTION, AS REQUIRED UNDER THIS AGREEMENT, IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH YOU KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO SUCH CLAIMS, AND THAT ANY ACTION NOT SO BROUGHT SHALL BE BARRED, WHETHER AS A CLAIM, COUNTERCLAIM, DEFENSE OR SETOFF.**

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

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

27. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

(l) Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to fire, flood, or other natural disaster or act of God, war or other national emergency, terrorism, embargo, riot, strike, the intervention of any governmental authority, communications line failures, power failures or other causes beyond the reasonable control of the parties (but specifically excluding therefrom general economic conditions or the economy in general as a cause), provided, however, (i) such delay or failure could not have been prevented by reasonable precautions by that party, and (ii) that the party so delayed must promptly notify the other party of such delay and undertake all efforts that are reasonable under the circumstances to resume performance of its obligations hereunder as soon as feasible. Notwithstanding the foregoing, at all possible times, including during any pandemic, epidemic, government ordered quarantine, or other such condition that may arise, Franchisee shall not be relieved of its obligations under this Agreement, and shall be expected to maintain active Agency operations at all times and to the greatest extent practical, so as to ensure compliance with all application regulations, to minimize impact on Agency business, and to maintain appropriate customer relations. To the extent modifications or accommodations are necessary because of such pandemic, epidemic, government ordered quarantine or other event, Franchisee shall consult with Franchisor prior to implementing any such changes.

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

(n) This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

28. **NO GUARANTEES OF EARNINGS**

Franchisee understands that neither Franchisor nor any of its representatives and/or agents with whom Franchisee has met have made and are not making any guarantees, express or implied, as to the extent of Franchisee's success in the franchised business and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with the franchised business.

29. ACKNOWLEDGMENTS

Franchisee hereby expressly acknowledges the following:

(a) FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND UNDERSTANDS AND ACKNOWLEDGES THAT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON THE BUSINESS ABILITIES AND PARTICIPATION OF FRANCHISEE AND ITS EFFORTS AS AN INDEPENDENT BUSINESS OPERATOR.

(b) FRANCHISEE AGREES TO UNDERTAKE ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

(c) THIS AGREEMENT CONTAINS ALL ORAL AND WRITTEN AGREEMENTS, REPRESENTATIONS AND ARRANGEMENTS BETWEEN THE PARTIES, AND ANY RIGHTS WHICH THE RESPECTIVE PARTIES MAY HAVE HAD UNDER ANY OTHER PREVIOUS CONTRACTS RELATING TO THE SUBJECT MATTER HEREOF ARE HEREBY CANCELLED AND TERMINATED, AND NO REPRESENTATIONS OR WARRANTIES ARE MADE OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. THIS AGREEMENT CANNOT BE CHANGED, AMENDED OR MODIFIED EXCEPT IN A WRITING SIGNED BY ALL PARTIES.

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

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

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

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

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

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

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

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

FRANCHISOR:

WE INSURE, LLC

By:_____
JIM BONE, Manager

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

EXHIBIT 1 TO FRANCHISE AGREEMENT
LOCATION OF SITE

LOCATION OF SITE

The address of the Agency's Site is: _____

FRANCHISOR:

WE INSURE, LLC

By:_____
JIM BONE, Manager

FRANCHISEE:

_____

By:_____

Name:_____

Title:_____

EXHIBIT 2 TO FRANCHISE AGREEMENT
GUARANTY OF PERFORMANCE

GUARANTEE OF PERFORMANCE

In consideration of, and as an inducement to, the execution of the Franchise Agreement dated as of_____, by and between WE INSURE, LLC, a Florida limited liability company ("**Franchisor**"), and _____ ("**Franchisee**") (the "**Franchise Agreement**"), each of the undersigned persons (the "**Guarantors**") hereby executed this Guarantee of Performance ("**Guaranty**") and agree as follows:

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

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

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

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

5. Consent to Franchisor's Acts; Agreements of Guarantor. The Guarantors consent, without affecting the Guarantors' liability to the Franchisor hereunder, that the Franchisor may, without notice to or consent of the Guarantors, upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, the time of payment of any installment or other payment due under the Franchise Agreement; and (b) settle against any other

person, firm or corporation whose obligation is held by the Franchisor. The Guarantors hereby ratify and affirm any such extension, renewal, release, surrender, exchange, modification, impairment, settlement or compromise; and all such actions shall be binding upon the Guarantors, who hereby waive all defenses, counterclaims or offsets which the Guarantors might have by reason thereof. The Guarantors agree to make all payments hereunder in lawful money of the United States of America in immediately available funds.

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

7. No Subrogation. Nothing contained in this Agreement is intended or shall be construed to give to Guarantors any right of subrogation in or under any Franchise Agreement, security document, or any other loan document evidencing in any way or relating to any obligation of Franchisee to Franchisor, any right to participate in any way therein, or in the right, title, and interest of Franchisor in and to any collateral covered by any loan or security documents relating to any such obligation notwithstanding any payments made by Guarantors under this Guaranty, all such rights of subrogation and participation being hereby expressly waived and released.

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

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

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

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

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

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

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

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

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

_____

Name: _____

_____

Name: _____

_____

Name: _____

EXHIBIT 3 TO FRANCHISE AGREEMENT
OWNER'S STATEMENT

OWNER'S STATEMENT

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

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

(a)	General Partnership	G
(b)	Corporation	G
(c)	Limited Partnership	G
(d)	Limited Liability Company	G
(e)	Other	G
	Specify: _____	

I was formed under the laws of _____ (state).

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

Name of Person	Position(s) Held
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Owner's Name and Address	Description of Interest	% of Ownership

4. **Principal**. The designated Principal is _____.

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

This Owner's Statement is current and complete as of _____, 20_.

OWNER

INDIVIDUALS:

_____

Signature

_____

Print Name

_____

Signature

_____

Print Name

CORPORATION, LIMITED
LIABILITY COMPANY OR
PARTNERSHIP:

_____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

EXHIBIT 4 TO FRANCHISE AGREEMENT
LIMITED SOFTWARE LICENSE

LIMITED SOFTWARE LICENSE

Pursuant to that certain Franchise Agreement dated_____by and between **WE INSURE, LLC** a Florida limited liability company ("**Franchisor**") and _____ ("**Franchisee**") (the "**Agreement**"), Franchisor hereby grants to Franchisee a personal, non-transferable, and non-exclusive sublicense (without the right to further sublicense) the Agency Management System (as defined in the Agreement), subject to the following terms and conditions:

1. The license granted hereunder shall apply to any and all software and associated written and electronic documentation and data furnished as part of the Agency Management System (collectively, the "**Software**"), Franchisee may use the Software in object code form, solely in connection with the Agreement, and in strict accordance with this Limited Software License. Franchisee may not take any actions whatsoever to reverse assemble, reverse compile or otherwise derive a source code version of the Software. The Software shall at all times remain the sole and exclusive property of Franchisor.

2. Franchisee may not copy or download the Software in any form whatsoever.

3. Franchisee covenants and agrees that it shall cause its individual owner, if Franchisee is a legal entity, and all employees authorized by Franchisor to access to the Software (each a "**User**" and together the "**Users**") to comply with the terms and conditions of this Limited Software License, and that Franchisee shall be liable for a User's failure to do so.

4. The term of the license granted hereunder shall be coterminous with the Term of the Agreement.

5. Franchisee agrees, covenants and warrants that its use of the Software will at all times comply (and that it shall cause its Users at all times to comply) with (i) all applicable laws, rules and regulations of any regulatory authority and (ii) with all written and electronic instructions and restrictions from Franchisor regarding such use, including those of Franchisor's Privacy Policy and Acceptable Use Policy ("**AUP**") as set forth in the Manual and as amended August 1, 2022 from time to time. It is the Franchisee's obligation to review the Privacy Policy and AUP from time to time, and all such amendments to the Privacy Policy and the AUP are to be deemed automatically incorporated into this Limited Software License. Franchisor may immediately terminate this Limited Software License, suspend any use of the Software, remove any Content, or take other remedial action if Franchisor determines, in its sole, reasonable discretion, that such use or such Content (i) does not comply with the provisions of this Limited Software License, the Privacy Policy, the AUP, applicable Export Laws, or Privacy Laws, (ii) tampers or interferes with any third party communications or with Franchisor's ability to provide Software to any other person; or (iii) violates (or is likely to violate) any laws, rules or regulations of any Regulatory Authority. Franchisor's action or inaction under this Section 5 is not to be construed as either review or approval of any Content, nor the creation of any inference that Franchisor is the publisher thereof, nor a waiver of any of Franchisor's rights or remedies under this Agreement. Franchisor will use reasonable efforts to provide notice to

Franchisee before taking action under this Section 5.

6. In order to use the Software, each such User may be required to register an account with the Software. In doing so, each User will be required to submit certain personally identifiable information to Franchisor in accordance with its Privacy Policy. Franchisee warrants and covenants that it will (i) provide a copy of Franchisor's most recent Privacy Policy to each person prior to that person registering as a User of the Software; (ii) cause each User to comply with the Privacy Policy; and (iii) notify Users of any changes to the Privacy Policy. While Franchisor will use commercially reasonable efforts to protect the privacy of Users' information delivered to Franchisor, Franchisor does not make (and hereby disclaims) any warranties that such efforts will be successful. Franchisee, on behalf of itself and its Users, hereby waives any right, claim, or cause of action, whether statutory, in contract or in tort, that Franchise may now or in the future have against Franchisor for violations of any Users' privacy with respect to information delivered to Franchisor by means of or in connection with use of Software. As a condition of using the Software, Franchisee also hereby agrees to defend, indemnify, and hold Franchisor (together with its officers, directors, employees, and agents) harmless, from or in connection with any and all claims, actions, judgments, and expenses (including reasonable attorneys' fees), whether asserted, threatened, or incurred, to the extent arising from Franchisee's breach of its warranties and covenants in this Section 6.

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

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

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

fees, incurred by Franchisor as a result of such Claim). As a condition to the foregoing defense and indemnification obligations, each Party agrees to give the other prompt written notice of any written threat, warning, or notice of any such Claim and to provide copies of applicable documentation served upon or received by it.

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

10. Certain Definitions:

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

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

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

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

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

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them

in the Franchise Agreement.

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

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

FRANCHISOR:

WE INSURE, LLC

By:_____
JIM BONE, Manager

FRANCHISEE:

_____

By:_____

Name:_____

Title:_____

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

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS,

DOMAIN NAMES, ACCOUNTS AND LISTINGS

This Conditional Assignment is entered into as of_____by and between _____ ("**Assignor**") and **WE INSURE, LLC**, a Florida limited liability company ("**Assignee**") (each a "**Party**" and together the "**Parties**").

BACKGROUND INFORMATION

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

OPERATIVE TERMS

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

1. Assignor conditionally assigns to Assignee all rights and interest in and to its current and future telephone and facsimile numbers used in connection with the Business.

2. Assignor conditionally assigns to Assignee all Internet domain names, social media accounts, and physical and electronic advertising listings, including (but not limited to telephone book, Google, Yahoo, Yelp, Foursquare, and other such listings), regardless of whether Assignor consented to the creation of such under the Agreement.

3. This Conditional Assignment shall become effective automatically upon the termination or non-renewal of the Agreement, for any reason, in accordance with the terms therein. Assignor hereby covenants to make all commercially reasonable efforts to ensure that the assets and rights described above are transferred successfully to Assignee.

4. Assignor shall ensure that it has paid all requisite fees and charges (i) owed or relating to any asset or right described in Sections 1 and 2 above incurred prior to the effective date of the termination or non-renewal of the Agreement; or (ii) resulting from the transfer of any asset or right described in Sections 1 or 2 above to Assignee.

5. Assignor shall execute any documents reasonably required by any entity to enable Assignee to exercise its rights in the assets and rights described in Sections 1 and 2 above. Such documents shall grant Assignor the right to change or cancel said assets and rights, as applicable. Assignor shall provide Assignee with any passwords or other required information in order to access such assets and rights, as applicable.

6. If, for whatever reason, Assignor is unable to transfer the assets and rights

described in Sections 1 and 2 above to Assignee, Assignor covenants not to use such assets and rights for a period of time equal to that in any noncompetition or nonsolicitation agreement to which Assignor is bound under the terms of the Agreement.

7. It is understood by and between the Parties that this Conditional Assignment shall be construed as an agreement independent of any other agreement between Assignee and Assignor, including the Agreement. The existence of any claim or cause of action of either party against the other, whether predicated on this Conditional Assignment or otherwise, shall not constitute a defense to the enforcement by Assignor of this Conditional Assignment.

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

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

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

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

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

ASSIGNEE:

WE INSURE, LLC

By:_____
JIM BONE, Manager

ASSIGNOR:

_____

By:_____

Name:_____

Title:_____

EXHIBIT 6 TO FRANCHISE AGREEMENT
ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

Bank Name: _____

ABA Number: _____

Account Number: _____

Name on Account: _____

Effective as of _____, 20___ (the "**Effective Date**") _____ ("**Franchisee**") hereby authorizes **WE INSURE, LLC**, a Florida limited liability company ("**Franchisor**"), or Franchisor's designee, to deposit funds into the above-referenced bank account, electronically or otherwise, to compensate Franchisee under that certain Franchise Agreement by and between Franchisee and Franchisor dated as of even date herewith (the "**Agreement'**). Such deposits shall be made on such schedule as designated in the Agreement, or as otherwise designated by Franchisor in writing. Franchisor is also authorized to withdraw funds from the above-referenced account, electronically or otherwise, if Franchisee owes monies to Franchisor under the Agreement that exceed the monies due from Franchisor to Franchisee under the same. This authorization shall remain in full force and effect until terminated in writing by Franchisee or by Franchisor. Franchisee shall provide Franchisor, in conjunction with this Authorization, a voided check from the above-referenced bank account.

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

FRANCHISEE:

_____

By:_____

Name:_____

Title:_____

EXHIBIT 7 TO FRANCHISE AGREEMENT
RESTRICTIVE COVENANT AGREEMENT

RESTRICTIVE COVENANT AGREEMENT

THIS **RESTRICTIVE COVENANT AGREEMENT** (the "**Agreement**"), is made and entered into as of_____by and between WE INSURE, LLC, a Florida limited liability company (the "**Franchisor**"), _____(the "**Company**"), and _____ (the "**Independent Contractor**").

BACKGROUND INFORMATION

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

OPERATIVE TERMS

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

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

2. Noncompetition; Nonsolicitation; Nondisclosure.

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

(b) Non-solicitation. During the Term of this Agreement, and for a period of two (2) years following the Restrictive Date, Independent Contractor covenants and agrees that Franchisee shall not, by any means, directly or indirectly: (i) hire or solicit the employment of any employee of the Franchisor or any employee of any other We Insure® franchisee. This prohibition applies to any employee of the Franchisor, or of another We Insure® franchisee, who was employed by the Franchisor or franchisee, at the time of such wrongful "hiring or solicitation" or who was employed at any time during the two (2) year period immediately prior to the Restrictive Date, (ii) encourage any such employee to leave employment with the Franchisor or with another We Insure® franchisee, (iii) solicit the business of, or accept any order from, any Customer of the Franchisor or any other We Insure® franchisee for the purpose of writing or procuring any insurance policy. For purposes of this paragraph, the term

"**Customer**" means any Client Account or any other Person or entity who has purchased, serviced, renewed or received an insurance policy from or through the Franchisor, or any other We Insure® franchisee, within the previous two (2) years, and includes any Person who had, within the previous two (2) years, contacted the Franchisor or another We Insure® franchisee for the purpose of purchasing any insurance policy, or (iv) after the termination of the Franchisees We Insure® Agency for any reason, Franchisee shall not solicit the business of any Customer (as defined herein except that, with respect to this section iv, the term "Customer" includes customers of the Franchisee), or procure an insurance policy for, or try to move any insurance policy of, any Customer of the Franchisor, any Customer of any other We Insure® franchisee, or any Customer of the undersigned Franchisee.

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

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

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

(f) Enforcement; Severability of Covenants. It is agreed by the

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

(g) Remedies. The Independent Contractor agrees that damages at law will be an insufficient remedy to the Company and/or the Franchisor in the event that the Independent Contractor violates the terms of Section 2 of this Agreement, and that the Company and/or the Franchisor shall be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of such paragraph. The parties agree that in the event the Company and/or the Franchisor obtains an order for injunctive relief, the period of time during which the Independent Contractor is prohibited from engaging in such business practices shall be extended by any length of time during which the Independent Contractor is in breach of such covenants. In addition to injunctive relief, the Company and/or the Franchisor shall be entitled to such other rights and remedies as may be hereafter available at law, in equity, by statute, or otherwise.

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

4. Certain Definitions.

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

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

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

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

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

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

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

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

If to Company: _____
_____
_____
_____

If to Independent Contractor: _____
_____
_____

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

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

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

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

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

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

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

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

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

[Signature page follows]

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

_____

By: _____
Name:
Its:

the "**Company**"

Name:

The "**Independent Contractor**"

WE INSURE, LLC

By: _____

By: Jim Bone
Its: General Manager

The "**Franchisor**"

EXHIBIT 8 TO FRANCHISE AGREEMENT
FORM OF CONFIDENTIALITY AGREEMENT

Confidentiality Agreement

This Confidentiality Agreement (the "**Agreement**"), dated as of _____, 20__ ("**Effective Date**"), is between We Insure, LLC, a Florida limited liability company located at 1430 Prudential Drive, Jacksonville, Florida 32207 ("**Disclosing Party**"), and _____-_____, located at _____ ("**Recipient**").

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

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

If Recipient or any of its Representatives is required by a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such

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

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

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

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

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

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

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

All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section). All

notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

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

[SIGNATURE PAGE FOLLOWS]

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

DISCLOSING PARTY:

WE INSURE, LLC

By:_____
Name: Jim Bone
Its: General Manager

RECIPIENT:

_____

By:_____
Name: _____
Title: _____

EXHIBIT D
FORM OF PROMISSORY NOTE AND GUARANTY

PROMISSORY NOTE

$_____ _____[DATE]
Duval County, Florida

FOR VALUE RECEIVED, _____
(the "Borrower"), hereby promises to pay to the order of WE INSURE, LLC, a Florida limited liability company (the "Lender"), at 1430 Prudential Drive, Jacksonville, Florida 32207 or at such other address as the Lender shall designate in writing, the principal sum of _____ _____ Dollars ($ _____), together with interest on the outstanding principal balance hereof at the rate provided herein. This Note shall be governed by the following provisions:

1. Term Loan. The loan evidenced by this Note is a term loan which is due and payable in full on the date 5 years following the date first written above (the "**Maturity Date**").

2. Payments. Borrower shall make equal monthly payments of principal and interest in the amount of _____ Dollars ($_____). On the Maturity Date, all unpaid principal and accrued interest shall be due and payable IN FULL.

1ST Payment begins_____(Date)

3. Interest. Except as otherwise provided herein, interest shall accrue on the outstanding principal balance of this Note at a rate that is equal to 18% per annum. For purposes hereof:

Interest shall be calculated on the basis of a 365 day year (based upon the actual number of days elapsed).

The total liability of the Borrower for payment of interest shall not exceed any limitations imposed on the payment of interest by applicable usury laws. If any interest is received or charged by any holder hereof in excess of that amount, the Borrower shall be entitled to an immediate refund of the excess.

In the event of any default under this Note that is not remedied or cured within 10 days from the date of said default, interest shall accrue at a default rate of interest equal to the highest legal rate permissible under the laws of Florida, until paid. If under any circumstances whatsoever Lender shall ever receive interest, the amount of which would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal balance remaining unpaid hereunder and not to the payment of interest. This provision shall

control every other provision of all agreements between Borrower and Lender.

4. Prepayment. The Borrower shall be entitled to prepay this Note in whole or in part at any time without penalty. No partial prepayment shall postpone the subsequent payment of any installment otherwise due hereunder.

5. Application of Payments. All payments hereunder shall be applied first to the Lender's costs and expenses, then to fees authorized hereunder, then to interest and then to principal.

6. Default. An Event of Default shall be deemed to have occurred hereunder upon the occurrence of any of the following events prior to the Maturity Date:

If Borrower fails to pay, as and when due and payable, any installment of principal or interest due under this Note and such failure to pay shall not have been remedied or cured within 10 days from said due date.

If Borrower makes any assignment for the benefit of creditors, or any preferential payment or fraudulent transfer pursuant to applicable state law, the Federal Bankruptcy Code, or other applicable law, or a receiver, liquidator or trustee of Borrower or any of its property is appointed (and, in only the case of an involuntary appointment, is not removed within 90 days from the date of such appointment), or any petition for the bankruptcy, reorganization or arrangement of Borrower pursuant to the Federal Bankruptcy Code or similar statute is filed (and, in only the case of an involuntary petition, the same is not dismissed within 90 days from the date of filing thereof), or Borrower is adjudicated a bankrupt or insolvent or is dissolved.

The death or dissolution of Borrower or the death or dissolution of any guarantor of this Note.

The termination, expiration, non-renewal, or Transfer of that certain Franchise Agreement by and between Borrower and Lender dated of even date herewith, in accordance with the terms and conditions therein.

If any Event of Default shall occur, the Lender may declare the outstanding principal of this Note, together with all accrued and unpaid interest hereunder and all other amounts payable under this Note to be forthwith due and payable.

7. Expenses. Upon the occurrence of an Event of Default, Borrower agrees to pay the Lender all costs incurred by it in connection with the collection of this Note. Such costs include, without limitation, fees for the services of counsel and legal assistants employed to collect this Note, whether or not suit be brought, and whether incurred in connection with collection, trial, appeal, bankruptcy, or otherwise. All such parties further agree to indemnify and hold the Lender harmless against liability for the payment of state documentary stamp taxes, intangible taxes or other taxes (including interest and penalties, if any), excluding income or service taxes of the Lender, which may be determined to be payable with respect to this transaction.

8. Late Charge. If any scheduled payment hereunder is 10 or more days past due, the Borrower shall pay a fee equal to the greater of (i) $150; or (ii) 5% of the unpaid portion of the scheduled payment. The fee is not a penalty, but liquidated damages to defray administrative and related expenses due to such late payment. The fee shall be immediately due and payable and shall be paid by the Borrower to the Lender without notice or demand. This provision for a fee is not and shall not be deemed a grace period and Lender has no obligation to accept a late payment. Further, the acceptance of a late payment shall not constitute a waiver of any default then existing or thereafter arising under this Note.

9. Miscellaneous. The Borrower shall make all payments hereunder in lawful money of the United States at the Lender's address set forth herein or at such other place as the Lender may designate in writing. The remedies of the Lender as provided herein shall be cumulative and concurrent, and may be pursued singly, successively or together, at the sole discretion of the Lender and may be exercised as often as occasion therefor shall arise. No act of omission or commission of the Lender, including specifically any failure to exercise any right, remedy or recourse, shall be effective, unless set forth in a written document executed by the Lender, and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to any subsequent event. This Note shall be construed and enforced in accordance with Florida law and shall be binding on the successors and assigns of the parties hereto. The term the "**Lender**" as used herein shall mean any holder of this Note. The Borrower hereby: (i) waives demand, notice of demand, presentment for payment, notice of nonpayment or dishonor, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Note; (ii) consents to any extension, rearrangement, renewal or postponement of time of payment of this Note and to any other indulgency with respect hereto without notice, consent or consideration; and (iii) agrees that, notwithstanding the occurrence of any of the foregoing (except with the express written release by the Lender of any such person), the Borrower shall be and remain directly and primarily, liable for all sums due under this Note.

10 NOTICE OF FINAL AGREEMENT. THIS WRITTEN PROMISSORY NOTE REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AS TO THE SUBJECT MATTER CONTAINED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

_____

_____

By:_____
Its:_____
"Borrower"

GUARANTY OF PROMISSORY NOTE

In support of the execution of that certain Promissory Note dated _____ by _____ ("**Borrower**") in favor of **WE INSURE, LLC,** a Florida limited liability company ("**Lender**"), the undersigned persons (the "**Guarantors**") hereby agree as follows:

1. Obligations of Guarantors. Guarantors absolutely, unconditionally, jointly, and severally guarantee to Lender and its successor and assigns the full payment and performance of Borrower's obligations under the Promissory Note, together with any extensions, renewals, or modifications thereof (collectively, the **"Obligations**").

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

3. Term of Guaranty. The liability of Guarantors hereunder shall continue so long as Borrower's obligations continue under the Promissory Note, including any obligations of Borrower that survive the termination of the Promissory Note.

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

5. Consent to Lender's Acts; Agreements of Guarantor. The Guarantors consent, without affecting the Guarantors' liability to the Lender hereunder, that the Lender may, without notice to or consent of the Guarantors, upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, the time of payment of any installment or other payment due under the Note; and
(b) settle against any other person, firm or corporation whose obligation is held by the Lender. The Guarantors hereby ratify and affirm any such extension, renewal, release, surrender,

exchange, modification, impairment, settlement or compromise; and all such actions shall be binding upon the Guarantors, who hereby waive all defenses, counterclaims or offsets which the Guarantors might have by reason thereof. The Guarantors agree to make all payments hereunder in lawful money of the United States of America in immediately available funds.

6. No Subrogation. Nothing herein contained is intended or shall be construed to give to Guarantors any right of subrogation in or under any promissory note, security document, or any other loan document evidencing in any way or relating to any obligation of Borrower to Lender, any right to participate in any way therein, or in the right, title, and interest of Lender in and to any collateral covered by any loan or security documents relating to any such obligation notwithstanding any payments made by Guarantors under this Guaranty, all such rights of subrogation and participation being hereby expressly waived and released.

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

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

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

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

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

12 Benefit. This Guaranty shall be binding upon Guarantors and all legal representatives, successors and permitted assigns of Guarantors, and shall inure to the benefit of Lender and its legal representatives, heirs, executors, administrators, successors and assigns. All references

herein to "Lender" shall be deemed to apply to Lender and its legal representatives, heirs, executors, administrators, successors and assigns, and all references herein to "Guarantors" shall be deemed to apply to Guarantors and their legal representatives, successors and permitted assigns.

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

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

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

_____

Name: _____

_____

Name: _____

_____

Name: _____

EXHIBIT E
PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Sale Agreement**"), is made and entered into as of [DATE] (the "**Effective Date**"), by and between **WE INSURE, LLC**, a Florida limited liability company ("**Franchisor**"), and [_____] ("**Franchisee**"). (Franchisor and Franchisee are collectively referred to as the **"Parties**" and each a "**Party**").

BACKGROUND INFORMATION

Franchisee is an existing insurance agent engaged in the business of quoting, binding, and writing insurance policies. Franchisor and Franchisee have entered into that certain Franchise Agreement dated [DATE] (the "**Franchise Agreement**"). As further inducement for the parties to enter into the transactions contemplated by the Franchise Agreement and as further consideration thereof, the Parties desire to enter into this Sale Agreement.

OPERATIVE TERMS

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

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

Upon the terms and subject to the conditions set forth in this Sale Agreement, Franchisee hereby sells, assigns, transfers, conveys and delivers to Franchisor, and Franchisor purchases and accepts therefrom all of the Franchisee's right, title and interest in and to insurance policies with respect to which Franchisee owns all renewal rights (the "**Policies**"), as well as all customer information, books and records associated with the Policies (the "**Roll-Over Business**"). A list of all Policies is attached hereto at Exhibit "1". From and after the date of this Sale Agreement, Franchisor shall have all right, title and interest to all renewal rights and be deemed to be the agent of record of all the Policies.

Franchisee shall be available to confer with Franchisor and shall afford Franchisor and its affiliates reasonable access during normal business hours upon reasonable prior notice to (i) Franchisee's contracts, commitments and records relating to the Roll-Over Business, and (ii) Franchisee's producer codes and other information necessary to access the carriers' systems upon which the Policies are located. In addition, Franchisee shall be available during normal business hours to assist Franchisor in creating a book of business report for the Policies.

Franchisor shall submit roll-over requests for the Policies to the applicable carriers that

issued the Policies ("Carriers") upon Franchisee or Franchisee's Principal completing the Initial Training to Franchisor's satisfaction. At Franchisor's sole discretion, certain Policies may not be rolled over to Franchisor until such Policies are renewed. Franchisee shall assist Franchisor in obtaining an Agent of Record transfer form for any portion of the Roll-Over Business if requested by Franchisor. Franchisee shall be required to provide Franchisor with all information necessary to access the system of each Carrier in order to service the Policies. Except with respect to Section 9 of the Franchise Agreement, all references to "Client Accounts" in the Franchise Agreement shall be deemed to also refer to the Policies.

Franchisor is purchasing only the Roll-Over Business. Franchisor is not purchasing or assuming anyother assets or liabilities of Franchisee, including but not limited to: cash, cash equivalents, prepaid expenses and deposits of the Franchisee, Franchisee's receivables, Franchisee's payables, Franchisee's accounting, tax and personnel records, Franchisee's contracts with Carriers, and Franchisee's other contracts that do not constitute part of the Roll-Over Business.

2. Commissions from Roll-Over Business. Each Policy shall be treated as new business for purposes of determining the Franchisee Commissions under Section 9 of the Franchise Agreement for the first policy period such Policy following execution of the Franchisee Agreement. Any renewals of such Policies shall be treated as renewal business under Section 9 of the Franchise Agreement.

3. Tail Coverage. Franchisee shall, at its expense and no later than 1 week prior to the commencement of the Initial Training, procure and maintain in full force and effect for not less than 2 years, an Errors & Omissions Tail Insurance Policy, on terms and conditions approved by the Franchisor, covering the Policies with liability limits of not less than $1,000,000 (the "Tail Coverage"). Franchisee shall cause the Tail Coverage to be endorsed so that Franchisor is an additional named insured. Should Franchisee fail to acquire or maintain Tail Coverage, Franchisor may obtain such insurance on Franchisee's behalf, and deduct from Franchisee Commissions the cost of the premiums of such insurance plus an 18% administrative fee.

4. Prior Marks. Except as otherwise stated herein, Franchisee shall cease using its existing marks, trade names, and other indicia at the Premises upon opening the Agency Business to the public in accordance with the Franchise Agreement. Franchisee shall use only the Licensed Marks during the Term of the Franchise Agreement.

5. Migration of Existing Agency Management System. If Franchisee elects a migration from its prior Agency Management System to Franchisor's Agency Management System, the Franchisee will be responsible for a flat fee of $2,500 payable to Franchisor.

6. Additional Franchisee Representations. In addition to the representations of the Franchisee contained in the Franchise Agreement, Franchisee hereby represents and warrants to Franchisor as follows:

Franchisee has good and marketable title to all Policies and other assets comprising the Roll-OverBusiness, free from all liens, claims, security interests, pledges, or encumbrances of any nature whatsoever.

Franchisee has the requisite power and authority to execute and deliver this Sale Agreement and the other agreements and instruments to be executed and delivered by Franchisee in connection herewith, and to consummate the transactions contemplated herein.

The execution and delivery of this Sale Agreement and the consummation by the Franchisee of the transactions contemplated herein, will not (i) violate, or conflict with, result in any breach of, constitute a default (or an event that with notice or lapse of time or both would become a default) under, or require any consent pursuant to, or result in the creation of any lien on any asset or obligation of the Franchisee,including the Roll-Over Business, or (ii) violate any law or any rules or regulations of any Carrier applicableto the Franchisee or any of Franchisee's assets, including the Roll-Over Business, such that any such violation would adversely affect Franchisee's ability to perform its obligations hereunder, or (iii) result in the acceleration of the maturity of any indebtedness of the Franchisee.

No authorization or approval of, or other designation, notice, declaration or filing with or other consent with respect to, any Person is required to be obtained by the Franchisee in connection with the execution or delivery by the Franchisee of this Sale Agreement and/or the other agreements and instruments to be executed and delivered in connection herewith, or the performance of Franchisee's obligations hereunder and thereunder.

There are no actions, suits, proceedings, claims, disputes, arbitrations, inquiries, examinations, inspections or investigations (each, an "Action"; collectively, "Actions") pending by or before any governmental authority, regulator, arbitrator, mediator, agency, court, tribunal or other jurisdictional body, foreign or domestic or, to the knowledge of the Franchisee, threatened against or relating to the Roll-Over Business.

There is no contract, judgment, injunction, order or decree binding upon the Franchisee that has or could reasonably be expected to have, individually or in the aggregate, the effect of prohibiting or impairing the transfer of the Roll-Over Business to Franchisor as contemplated herein.

The Franchisee has fully complied with all applicable laws and regulations in connection with the Roll-Over Business, and is not in violation thereof, and has not received any notices whether oral or written, of a violation with respect to any law or regulation applicable to Franchisee or in connection with the Roll-Over Business.

Franchisee and each of its employees authorized to quote, issue, and bind Policies have obtainedall federal, state, county, local or foreign governmental consents, licenses, permits, franchises, waivers, grants and/or other authorizations and/or rights of each Governmental Authority that is required for the operation and/or conduct of the Franchisee as currently

conducted (all such consents, licenses, permits, franchises, waivers, grants and/or other authorizations and/or rights are collectively referred to as "Authorizations"). All of the Authorizations are in full force and effect, no default or other violation existsthereunder, and to the knowledge of Franchisee there are no circumstances that indicate that any of the Authorizations may be revoked, not renewed or withdrawn in whole or in part. Not less than one (1) weekprior to beginning the Initial Training, Franchisee shall deliver to Franchisor a true, correct and complete list of all Authorizations held by Franchisee and its employees in connection with the sale of insurance.

The representations or warranties made by the Franchisee herein, or in any certificate or other document furnished by the Franchisee pursuant to this Sale Agreement, do not contain any untrue statementof a material fact, or fail to state any material fact necessary in order to make the statements contained herein or therein not misleading.

7. Breach. A breach of any of the representations, warranties, covenants, or obligations contained in this Sale Agreement shall be treated as an Event of Default under Section 16(b) of the Franchise Agreement. A breach of any other section of this Sale Agreement shall be treated as an Event of Default under Section 16(c) of the Franchise Agreement. In addition, Franchisee shall not be entitled to receive Post-Term Extended Earnings under Section 19 of the Franchise Agreement in the event of a breach this Sale Agreement.

8. Failure to Complete Initial Training. The obligations of Franchisor and Franchisee under this Sale Agreement are subject to Franchisee or Franchisee's Principal completing Franchisor's Initial Training to Franchisor's satisfaction, pursuant to the requirements of Section 16(b)(iii) of the Franchise Agreement. Should Franchisor exercise its rights to terminate the Franchise Agreement under Section 16(b)(iii) thereof, Franchisee shall be entitled to rescind this Sale Agreement and retain the Roll-Over Business from Franchisor by giving Franchisor written notice of its intent to retain the Roll-Over Business within ten (10) days of termination. In the event of a rescission by Franchisee, Franchisor shall assign, transfer and convey the Roll-Over Business back to Franchisee by delivering a Buy-Sell Agreement in form and substance mutually acceptable to the Parties. In connection with the rescission, Franchisee shall pay to Franchisor an amount equal to Franchisor's costs and expenses incurred in connection with the Roll-Over Business between the Effective Date and the date of rescission. (Such amounts may be offset by any amounts owedby Franchisor to Franchisee under the Franchise Agreement.) This section shall apply only in the case of a termination under Section 16(b)(iii) of the Franchise Agreement and shall not apply in the event of any other termination, expiration, non-renewal, assignment, or transfer of the Franchise Agreement.

9. Indemnification. The indemnification provisions in Section 22 of the Franchise Agreementshall apply in full to the representations, warranties, covenants, and obligations of Franchisor and Franchisee hereunder.

10. Effect of Amendment. All terms, conditions, and provisions of the Franchise Agreement, except as amended August 1, 2022 herein, are hereby reaffirmed by the parties

hereto and made a parthereof.

11. Construction of Terms. All capitalized and defined terms as used in this Sale Agreement shall have the meaning ascribed to such terms herein and, if not defined herein, then as set forth in the Franchise Agreement.

12. Governing Law. This Sale Agreement shall be governed by the laws set forth in Section 26 of the Franchise Agreement.

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

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

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

WE INSURE, LLC	[FRANCHISEE]
_____	_____
	By:
Jim Bone	Name: _____
General Manager	Title: _____

EXHIBIT F
OPERATIONS MANUAL TABLE OF CONTENTS

Contents

MISSION STATEMENT 5
CONFIDENTIAL OPERATING MANUAL 6
BUSINESS DIRECTORY 7
ACCEPTABLE USE POLICY 11
BUSINESS CONDUCT 13
FF&E (FURNITURE, FIXTURE & EQUIPMENT) AND GENERAL OFFICE REQUIREMENTS 14
AGENCY STANDARDS 15
OFFICE CLOSED NOTIFICATION 15
HOME OFFICE HOLIDAYS AND OFFICE CLOSURES 16
HOME OFFICE OBSERVED HOLIDAY POLICY 16
BACKGROUND CHECKS 16
ADDITIONAL INSURANCE REQUIREMENTS – BUSINESS OWNERS POLICY 17
WE SYSTEMS 18
WE SYSTEMS CONNECTIVITY FEES 18
ERRORS AND OMISSIONS INSURANCE PREMIUM CALCULATIONS 18
SIFI FEE CALCULATIONS 18
COMPLIANCE 19
COMPLIANCE NOTICE TYPES 20
OFFICE RELOCATIONS 20
ACQUSITIONS – BOOKS OF BUSINESS: AGENT-TO-AGENT SALES 21
BUYING AN AGENTS BOOK (WE AGENT) 22
BUYING A NON WE AGENT BOOK 22
MINIMUM PRODUCTION STANDARDS 22
MARKETING, ADVERTISING, AND BRANDING 23
ADVERTISING MATERIALS 23
INDIVIDUAL FRANCHISEE/AGENCY OWNERS WEBSITES 24
ADDITIONAL WEBSITE OPTIONS 24
SOCIAL MEDIA & DIGITAL PRESENCE 24
APPROVED MARKETING INITIATIVES 25
MARKETING CO-OP 25
BRANDING COMPLIANCE 26
MARKETING, BRANDING AND TRADEMARKS 26
THIRD PARTY EMAIL ADDRESS 26
OFFICE SIGNAGE AND BRANDING 28
INTERNAL SIGNAGE STANDARDS 28

EXTERIOR STOREFRONT AND STANDARDS 29
ADVERTISING FUND LEADS (AF) QUALIFYING CALLS 32
THIRD PARTY EMAIL ADDRESS 32
IT SUPPORT 33
SUPPORT HOURS 33
HARDWARE REQUIREMENTS 34
PURCHASING EQUIPMENT 34
EXISTING HARDWARE POLICY 34
HARDWARE MINIMUM REQUIREMENT SPECIFICATIONS 34
ADDITIONAL PRICING FOR HARDWARE/REQUEST QUOTE 34
ELECTRONIC COMMUNICATION PROCEDURES 35
ELECTRONIC (E-)MAIL PROCEDURES 35
PHONE NUMBERS 36
RECOMMENDED HARDWARE LIST 37
SETTING UP GROUP VOICEMAIL AND AUTO ATTENDENT 38
WEINSUREGROUP EMAIL 43
WEINSUREGROUP EMAIL SECURITY 43
SETTING UP SHAREPOINT TEAM SITE AND ONEDRIVE 43
SETTING UP YOUR EMAIL ON YOUR IPHONE 43
SETTING UP YOUR ANDROID 45
SETTING UP OFFICE 365 EMAIL CREDENTIALS 46
ERRORS AND OMISSION 47
E&O PROCEDURES 47
POTENTIAL CLAIMS 47
ERRORS & OMISSIONS CLAIMS REVIEW COMMITTEE 48
E&O PREVENTION 48
HOW TO REDUCE THE POTENTIAL FOR E&O CLAIMS 49
WHY E&O OCCURS & HOW TO PROTECT YOURSELF 49
WHO DO I CONTACT FOR E&O CONCERNS? 51
AGENCY DEVELOPMENT 52
AGENT SUPPORT 52
TRAINING OVERVIEW 52
REMEDIAL TRAINING 53
LICENSING REQUIRMENTS FOR INSURED APPLICATIONS WITH CARRIERS 53
QUOTE ASSISTANCE 54
RATER ASSISTANCE 54
ADDITIONAL PRODUCT TRAINING 54
APPLIED EPIC MANAGEMENT SYSTEM 54
DATA MINING 55
SALES RELATED DOCUMENTS 55
REPORTS 56
AGENCY SERVICES 57
CARRIER PROFESSIONALISM 57

CARRIER APPOINTMENTS 57
CARRIER PASSWORDS 58
LOSS OF INSURANCE LICENSE 59
NEW HIRES/TERMINATIONS 59
CUSTOMER SERVICE 60
QUICK REFERENCE GUIDE FOR COMMUNICATING WITH SERVICE (QRG) 60
SERVICE TERMINOLOGY 64
ABBREVIATIONS 66
CLASSIFICATION OF POLICY TYPES 67
AGENCY SWEEPS PROCESSED BY SERVICE 68
SERVICE COMMUNICATION TO AGENCY OWNER 70
INSURANCE RATE E-VADING, REBATING, OR ANY OTHER KIND OF UNETHICAL BUSINESS PRACTICES 70
CARRIER AUDITS 70
TAKE-OUTS 71
SERVICING OF POLICIES 72
SUBMIT-IT-FORGET-IT (SIFI) 77
POLICY DELIVERY 77
BINDING COVERAGE 77
CARRIER UNDERWRITING & REQUIRED DOCUMENTS 77
SIFI PROCEDURES 77
WHEN TO SIFI? 77
SIFI CLOSING DATE CHANGES 78
TRAILING DOCUMENTS AFTER SIFI SUBMISSION 79
CLIENTS ASKING FOR A NEW AGENT WITHIN WE INSURE 80
INTERNAL AGENT TO AGENT OF RECORD CHANGES 80
MISSING AGENT OF RECORD 82
ACCOUNTING 83
STATEMENT OF GENERAL ACCOUNTING POLICY FOR CUSTOMER PAYMENTS 83
CREDIT AND COLLECTION POLICY 83
CREDIT CARD FEES 83
PREMIUM ADVANCES 83
PAYMENTS FOR CANCELLED POLICIES 84
CLIENT CREDITS 84
CASH AND CLIENT FUNDS HANDLING PROCEDURES 84
HOLDING OF PAYMENTS IN FRANCHISE OFFICE FOR POLICIES 85
HOLDING OF PAYMENTS IN TRUST ACCOUNT FOR AGENCY-BILLED POLICIES 85
COMMINGLING OF FUNDS AND DEPOSIT REQUIREMENTS 85
CLIENT PAYMENT OPTIONS 85
RECEIPT FOR CLIENT PAYMENTS 89
UPDATING CLIENT BILL PLAN AND BILL TO FOR INVOICING 93
CLIENT-BASED INVOICING 96
MORTGAGEE-BASED INVOICING 104
CANCELLATIONS DUE TO NON-PAYMENT 71
NON-SUFFICENT FUNDS (NSF) 111

BANKING ERRORS 111
PREMIUM FINANCE COMPANIES 111
RECONCILING MISSING AGENT OF RECORD POLICIES 112
COMMISSIONS 112
BOOK ROLLS 112
ACCOUNTING REPORTS 112
REQUIRED DOCUMENTS FOR RECEIVING AGENCY PAYMENTS 113
COMMISSION PAY DATES AND SWEEP INFORMATION 113
DIRECT DEPOSIT AUTHORIZATION FORM 114
W-9 (VERSION OCT 2018) 115
2021 – 2022 IMPORTANT DATES 121
HOW TO READ AGENCY SCORECARD 122
LOCATING PAID POLICY COMMISSIONS IN EPIC 126
COMMISSION PAYMENT TIMELINES 127
ACCEPTED FORMS OF PAYMENTS FOR FRANCHISEE FEE 129
WIRE TRANSFER INSTRUCTIONS – SOUTHSTATE BANK 130
WIRE TRANSFER INSTRUCTIONS – WELLS FARGO BANK 131
WE INSURE NETWORK 135

EXHIBIT G
LISTS OF CURRENT AND FORMER FRANCHISEES

CURRENT FRANCHISEES AS OF 12/31/2021					
FRANCHISEE	**STREET ADDRESS**	**CITY**	**ST**	**ZIP**	**PHONE NUMBER**
CD Services, LLC	26021 Perdido Beach Blvd	Orange Beach	AL	36561	251-385-9010
Elite Insurance Alliance, LLC.	2450 Donaghey Ave	Conway	AR	72032	251-385-9010
Richard Randall Bell	1055 Auraria Parkway	Denver	CO	80204	720-677-9106
Alpine Insurance Brokers, Inc.	7350 E Progress Pl, Ste 100	Greenwood	CO	80111	303-529-5142
Thompson Endowment, LLC.	16394 Samuel Paynter Boulevard Unit 202	Milton	DE	19968	302-394-9721
We Insure Team LLC.	1161 E. Altamonte Drive, Suite 1021	Altamonte Springs	FL	32701	407-463-3954
Bayside Insurance, LLC.	100 Frandorson Circle Ste 101	Apollo Beach	FL	33572	813-425-3878
Dexinole Insurance, LLC.	65 E. Station St.	Apopka	FL	32703	321-248-4495
Banyan Global Insurance LLC	7284 W Palmetto Park Rd	Boca Raton	FL	33433	561-489-5811
DESAA, LLC.	3200 N Federal Highway Suite 206-14	Boca Raton	FL	33431	561-461-2728
MASA Insurance, LLC.	370 W Camino Gardens Blvd, Suite 341	Boca Raton	FL	33432	561-910-0241
Sunshine Global Insurance, LLC.	8177 Glades Rd. Ste 217	Boca Raton	FL	33434	561-288-1645
Ven Insurance Partners, LLC.	1900 Glades Rd. Ste 353	Boca Raton	FL	33431	561-465-8443
NL Insurance Group, LLC.	23123 State Road 7 Ste 230 C	Boca Raton	FL	33428	561-430-4021
V & M Insurance	2310 SE 2nd St. Ste. 4	Boynton Beach	FL	33435	561-424-0864
Alliance Group Insurance, LLC	3007 Manatee Avenue West	Bradenton	FL	34205	941-545-7440
Lucas Group - Insurance & Financial Services, LLC.	2620 Manatee Ave W Suite B	Bradenton	FL	34205	941-798-9052
Nick Smith Insurance Agency LLC	3155 Gateway Lane	Cantonment	FL	32533	850-719-4603
Bohn Insurance Group LLC	4706 Chiquita Blvd S, Suite W-03	Cape Coral	FL	33914	239-326-6574
Mary Insurance Inc	1319 Cape Coral Parkway E.	Cape Coral	FL	33904	239-540-7060
La Rosa Insurance, LLC.	1420 Celebration Blvd Suite 200	Celebration	FL	34747	407-550-8510
Trusted Risk Management LLC.	1635 East Highway 50, Suite 201	Clermont	FL	34711	813-321-3108

CURRENT FRANCHISEES AS OF 12/31/2021					
FRANCHISEE	**STREET ADDRESS**	**CITY**	**ST**	**ZIP**	**PHONE NUMBER**
Shelter Insurance, LLC.	340 Kings Street	Cocoa	FL	32922	321-326-6167
Ciola & Associates P&C, LLC.	2980 McFarlane Rd Suite 200	Coconut Grove	FL	33133	786-648-6120
AAD Group, LLC.	10600 Griffin Rd # A-105	Cooper City	FL	33328	813-522-5568
Leal Insurance Group, Inc.	2600 Douglas Road, Suite 905	Coral Gables	FL	33134	305-921-4057
Total Funding Corporation	1550 Madruga Ave Suite 330	Coral Gables	FL	33146	786-801-3514
The Insurance Experts, Inc.	9900 West Sample Rd. Ste 251	Coral Springs	FL	33065	954-510-4709
Insurance Girl, Inc.	4801 South University Drive, Suite 245	Davie	FL	33328	954-372-8880
Wehn Insurance Group, LLC.	12555 Orange Drive #103	Davie	FL	33330	954-862-3881
Best Rates Insurance, Inc.	3275 W Hillsboro Blvd, Ste 207	Deerfield Beach	FL	33442	954-903-7692
Topline Insurance, LLC.	1501 SW 11th Way	Deerfield Beach	FL	33441	754-243-5534
Ainslee Insurance, LLC.	15065 S State Rd 7, #600	Delray Beach	FL	33446	561-725-5970
Jay Lerner Agency, Inc.	15200 Jog Rd D1	Delray Beach	FL	33446	561-404-4584
F. Acosta Insurance Group, LLC.	10400 NW 21st Street #115	Doral	FL	33172	305-800-8004
L&L Insurance, Inc.	2500 NW 79th Ave, Ste 260	Doral	FL	33122	305-548-8247
Securus FL, LLC.	8200 NW 41st St, Suite 263	Doral	FL	33166	305-359-8062
John Rothschild	2785 South Bay Street, Suite E	Eustis	FL	32726	407-904-2670
A&S Insurance Services Inc.	2500 N Federal Hwy	Fort Lauderdale	FL	33305	954-400-0820
SOFLA Insurance Associates, LLC.	1 W Las Olas Blvd	Fort Lauderdale	FL	33301	754-243-5263
Sprouse Insurance Agency, LLC.	16323 S Tamiami Trail	Fort Myers	FL	33908	239-244-2539
Top Notch Insurance Services LLC.	12600 World Plaza Ln #63	Fort Myers	FL	33907	239-320-8018
Sunrise Insurance Partners, LLC.	3047 S US Highway 1, Suite B	Fort Pierce	FL	34982	772-222-5425
Right Choice Insurance & Mulit Services, LLC.	10231 Metro Pky #104	Ft Myers	FL	33966	239-313-2045

CURRENT FRANCHISEES AS OF 12/31/2021					
FRANCHISEE	**STREET ADDRESS**	**CITY**	**ST**	**ZIP**	**PHONE NUMBER**
CMAX Consulting, Inc.	4928 10th Ave North	Greenacres	FL	33463	561-578-6940
WA Insurance Agency LLC	5700 Lake Worth Road, Suite 308A	Greenacres	FL	33463	561-489-5422
Coral Coast Inc.	9180 NW 119th Street, Unit 7	Hialeah	FL	33018	786-646-9689
D & B Holdings Group, Inc	1901 Harrison Street	Hollywood	FL	33020	954-361-9644
Bridgestone MGT LLC	50 N Laura St, Suite 2500	Jacksonville	FL	32202	904-541-8850
Lares Insurance Services, LLC.	4776 Hodges Blvd, Suite 203	Jacksonville	FL	32224	904-428-1055
National Sales Center	1430 Prudential Drive	Jacksonville	FL	32207	904-637-7933
New Born Ventures, Inc.	8613 Old Kings Rd S # 402-1	Jacksonville	FL	32217	904-416-3308
RAK Insurance Services P.A.	1430 Prudential Drive	Jacksonville	FL	32207	561-404-5374
Way Insurance Agency, Inc.	9140 Baymeadows Park Dr Ste 3S	Jacksonville	FL	32256	904-416-3301
Xpress Insurance Solutions LLC	6382 Arlington Expressway	Jacksonville	FL	32211	904-748-1224
Ruel Insurance Services LLC	604 New Berlin Road Unit 7	Jacksonville	FL	32218	904-639-4940
Moss Insurance Svcs, Inc.	220 14th Ave S	Jacksonville Beach	FL	32250	904-428-1052
Florida Family Insurance Group, LLC.	11985 US Highway One Ste 203	Juno Beach	FL	33408	561-422-4876
The Lenoir Insurance Agency, LLC.	3357 West Vine Street, Suite 103	Kissimmee	FL	34741	407-584-8073
MLS Insurance Group, LLC.	13940 US Hwy 441, Blg 800	Lady Lake	FL	32159	352-758-8990
D Moze Ins Agency, Inc.	302 Lucerne Ave	Lake Worth	FL	33460	561-429-9184
Gabler Insurance, PA	8461 Lake Worth Rd, Suite 151	Lake Worth	FL	33467	561-489-5622
Sarah Kempf	5337 Paylor Lane Ste 400	Lakewood Ranch	FL	34240	941-227-4405
MAX Assurance Group LLC	2421 North Lecanto Highway	Lecanto	FL	34461	352-612-9690
Advance Success, Inc.	2221 Citrus Blvd.	Leesburg	FL	34748	352-353-4170
MDH Insurance Inc.	1845 Collier Parkway Ste 101	Lutz	FL	33549	813-575-1580
Knight Ins. Agency	353 NE Marion Street #1	Madison	FL	32340	850-253-0262
Agency Insurance Inc.	1510-B South Wickham Rd	Melbourne	FL	32904	321-956-9646

CURRENT FRANCHISEES AS OF 12/31/2021					
FRANCHISEE	**STREET ADDRESS**	**CITY**	**ST**	**ZIP**	**PHONE NUMBER**
Alys Insurance Solutions Inc	777 Brickell Ave	Miami	FL	33131	786-744-2482
AM Family Insurance, LLC.	7700 N. Kendall Drive Suite 300-I	Miami	FL	33156	786-297-9356
E & G Insurance Corp	4545 NW 7th St, Suite 10	Miami	FL	33126	786-687-2017
Fortress Financial Group, LLC.	8000 SW 117th Ave. PH-A	Miami	FL	33183	786-670-9813
Gains Ventures, Inc.	15192 SW 137 Street #6	Miami	FL	33196	786-228-5038
Ibis Insurance Group	9730 SW 40 Street	Miami	FL	33165	305-207-4247
Insurance Investment Kendall, LLC.	14101 South Dixie Highway, Unit K	Miami	FL	33176	305-630-8193
Next Level Group LLC.	10600 Chevrolet Way, Suite 220	Miami	FL	33133	239-317-0759
PTaquechel Ins. Group	10749 SW 104th Street	Miami	FL	33176	305-259-1910
Insurance Investment M.F. LLC	8390 West Flagler St, Suite 101	Miami	FL	33144	786-581-8428
R & S Associates LLC.	429 Lenox Ave Suite 430	Miami Beach	FL	33139	786-870-1164
Kairos Asset Management, LLC.	7850 NW 146th Street Suite 511	Miami Lakes	FL	33016	786-648-6463
Imperial Insurance and Financial Services LLC	3600 South State Road 7 #236	Miramar	FL	33023	754-336-2572
JD Insurance Agency, LLC	4530 Arnold Ave	Naples	FL	34104	239-291-3072
Bradford Insurance, LLC.	7552 Navarre Parkway, Suite 25	Navarre	FL	32566	850-396-0018
The Caison Group, LLC.	25349 W Newberry Rd, Suite B	Newberry	FL	32669	352-505-8867
Double A Insurance Group LLC.	1047 NE 46th CT	Oakland Park	FL	33334	754-243-5762
CLW Insurance Agency	501 St Petersburg Dr E Ste A	Oldsmar	FL	34677	727-614-2424
AFH Insurance LLC	2630 Edgewater Drive	Orlando	FL	32804	TBD
DOC Insurance & Associates, Inc.	7021 Grand National Dr. Suite 134	Orlando	FL	32819	407-270-8082
Emling Insurance Group, LLC.	7491 Conroy-Windermere Rd, Ste E	Orlando	FL	32835	321-320-9422
Fortress Insurance Services, LLC	608 East Central Blvd	Orlando	FL	32801	407-550-7253
Happy Insurance Inc.,	9404 South Orange Blossom Trail,	Orlando	FL	32837	407-409-7227

CURRENT FRANCHISEES AS OF 12/31/2021					
FRANCHISEE	**STREET ADDRESS**	**CITY**	**ST**	**ZIP**	**PHONE NUMBER**
	Suite B				
Latino Insurance LLC	2100 Orinoco Drive Suite 108	Orlando	FL	32837	407-612-7622
Pecunia Insurance and Risk Management LLC.	2008 North Goldenrod Road	Orlando	FL	32807	407-965-5015
Perez, Nazario & Associates, Inc.	7200 Lake Ellenor Dr	Orlando	FL	32809	407-818-1544
The Insurance Agent, LLC.,	6801 Wallace Road	Orlando	FL	32819	407-544-0428
Wasinger Insurance Agency, LLC.	33 East Robinson St Ste 109	Orlando	FL	32801	407-270-0650
Spicer and Associates, Inc.	4283 Woodbine Road	Pace	FL	32571	850-673-0161
Windsor Insurance Group, LLC.	324 Royal Palm Way	Palm Beach	FL	33480	561-421-4361
Highland Insurance Holdings, LLC.	100 Village Square Crossing Ste# 102	Palm Beach Gardens	FL	33410	561-202-1693
North Manatee Insurance, Inc.	1335 10th St, Suite E	Palmetto	FL	34221	941-803-4265
John Messer & Ethan Messer	2217 St Andrews Blvd	Panama City	FL	32405	850-786-2392
Best Insurance Brokers, Inc.	1800 Beck Avenue, Suite B	Panama City	FL	32405	850-399-9052
Bond Insurance, Inc.	621 N Tyndall Pkwy Ste B	Panama City	FL	32404	850-747-3001
J. Detrick & Associates, Inc.	2318 St Andrews Blvd - Suite C	Panama City	FL	32405	850-387-0300
Rusty Johnson, Inc.	408 West Baldwin Road	Panama City	FL	32405	850-394-9705
Capital Insurance Group, Inc.	8996 Taft St	Pembroke Pines	FL	33024	954-431-9423
FLD & Associates, LLC.	8569 Pines Blvd #212	Pembroke Pines	FL	33024	954-376-6975
Leonard Bujnicki and Associates, Auto, Home, Life Insurance Agency Inc.	2456 N University Drive	Pembroke Pines	FL	33024	954-686-0760
SOFLO Insurance Agency LLC	1911 NW 150 Ave, Suite 104B	Pembroke Pines	FL	33028	754-243-5972
DK Strategic Solutions, Inc.	530 S State Road 7	Plantation	FL	33317	954-379-8569
Lazar Financial Services, Inc.	8751 W Broward Blvd, Suite 204	Plantation	FL	33324	754-243-5062
US Assurance, LLC.	8023 W Sunrise Blvd, Unit 104	Plantation	FL	33322	954-541-8220

CURRENT FRANCHISEES AS OF 12/31/2021					
FRANCHISEE	**STREET ADDRESS**	**CITY**	**ST**	**ZIP**	**PHONE NUMBER**
D Paurowski, LLC	720 E McNab Road, Suite A	Pompano Beach	FL	33060	954-800-4386
Steven and Veronica Skopp, Inc.	120 SW 15th St	Pompano Beach	FL	33060	954-317-1417
MJC Insurance Services, LLC.	10033 Sawgrass Drive W, Ste 104	Ponte Vedra	FL	32082	904-373-9001
Gulf Coast Insurance Team LLC	1808 Tamiami Trail Unit D2	Port Charlotte	FL	33948	941-787-7612
John Lavern Boyer	8000 S. Federal Hwy Ste #304	Port St Lucie	FL	34952	772-206-3008
Debbie Reynolds Insurance Group, LLC.	210 Wood St	Punta Gorda	FL	33950	941-787-2374
Carreras Insurance Agency, LLC	11339 Big Bend Road	Riverview	FL	33579	813-687-5965
Solutions Insured Partners Corp.	6525 3rd Street	Rockledge	FL	32955	321-499-1397
Joyce Jackson Ins., Inc.	3900 Clark Rd Ste D2	Sarasota	FL	34233	941-706-2317
Rhodes Insurance, LLC.	109 Nature Walk Parkway, Suite 104	St Augustine	FL	32092	904-831-8347
Capital Solution Partners, LLC.	2012 4th St N	St Petersburg	FL	33704	727-610-9980
Davewood Insurance, LLC.	9600 Koger Blvd. Ste. 202	St Petersburg	FL	33702	727-565-0562
Excelsior Insurance Partners, Inc.	900 SE Ocean Blvd Suite D-232, Office 9	Stuart	FL	34994	772-214-3095
Treasure Coast Insurance Experts, Inc.	6120 SE Federal Highway	Stuart	FL	34997	772-934-6787
Capital Insurance Partners, LLC.	2124 West Kennedy Blvd, Suite A	Tampa	FL	33606	813-590-2160
Mario Hernandez	3697 W Waters Ave	Tampa	FL	33614	813-537-5211
Peck Financial Services, Inc.	1947 West Martin Luther King Jr. Blvd	Tampa	FL	33607	813-527-9710
Personal Economy, LLC	14428 Bruce B Downs Blvd	Tampa	FL	33613	813-535-9960
Premier Group Insurance Associates, LLC.	6506 N. Florida Ave #101	Tampa	FL	33604	813-535-9531
Trusted Insurance Consultants,	6320 South Dale Mabry Highway	Tampa	FL	33611	813-579-1605

CURRENT FRANCHISEES AS OF 12/31/2021					
FRANCHISEE	**STREET ADDRESS**	**CITY**	**ST**	**ZIP**	**PHONE NUMBER**
LLC.					
Flagler Family Insurance, LLC.	250 Tequesta Drive, Suite 201	Tequesta	FL	33469	561-946-2322
Champions Insurance Group, Inc	11541 Trinity Blvd	Trinity	FL	34655	727-390-2207
Cinlor Insurance, LLC.	1901 South Tamiami Trail Ste F	Venice	FL	34293	941-209-4639
We Insure Sarasota, Inc.	233 NOKOMIS AVE S	Venice	FL	34285	941-412-1511
K Sexton Insurance LLC.,	1645 Palm Beach Lakes Blvd, Suite 1200	West Palm Beach	FL	33401	561-899-0072
McEvers Olson Insurance Grp	120 S Olive Ave Suite 504	West Palm Beach	FL	33401	561-598-5699
Adrina Corp	1535 North Park Drive, 101	Weston	FL	33326	954-764-9240
Arcos Insurance Services	1428 NE 26th St	Wilton Manors	FL	33305	954-903-7519
Iron Stag Insurance, Inc.	1950 Lee Road, Suite 100A	Winter Park	FL	32789	407-753-1824
Kevin Acker	1155 Louisiana Ave, Suite 110	Winter Park	FL	32789	321-344-1152
Renegade Insurance Agency, LLC.	890 Northern Way Unit C-2	Winter Springs	FL	32708	321-422-3255
Cheri Benjamin & Anthony Cribben	65 Roswell Street	Alpharetta	GA	30009	470-517-6020
Around Atlanta Coverage, LLC	240 Sandy Springs Place NE	Atlanta	GA	30328	678-924-8246
Michael Lewis & Virginia Lewis	3009 Chapel Hill Rd Ste B	Douglasville	GA	30135	470-499-9863
Class & Co Brokerage, LLC.	1175 Canton Street	Roswell	GA	30075	678-905-5190
WKC Assurance Group, LLC.	3404 #B East Ponce De Leon	Scottdale	GA	30079	404-850-9610
HMP Group, LLC	1350 Scenic Highway Suite 266	Snellville	GA	30078	678-941-6725
WI First Inc.	224 Highway 211	Winder	GA	30680	770-709-5537
River Cities Insure, LLC.	4555 Utica Ridge Rd	Bettendorf	IA	52722	563-538-5422
David Kauffman	5825 E Central Ave	Wichita	KS	67208	316-400-6822
Ross Viner & Associates, Inc.	1603 N Chapel Hill Suite 100	Wichita	KS	67206	316-600-0520
Insure The Bluegrass, LLC.	203 Ruccio Way	Lexington	KY	40503	859-440-1007

CURRENT FRANCHISEES AS OF 12/31/2021					
FRANCHISEE	**STREET ADDRESS**	**CITY**	**ST**	**ZIP**	**PHONE NUMBER**
Insurance Connections Group, LLC.	255 E. Brown St. Suite 205	Birmingham	MI	48009	248-983-3470
Michael Becker and Ross Viner & Associates, Inc.	2740 S. Glenstone Ave Suite 101	Springfield	MO	65804	417-512-8522
Two Eagles, LLC.	505 Avalon Way, Suite A	Brandon	MS	39047	601-286-8580
CHSI, LLC.	6005 Daugherty Rd	Long Beach	MS	39560	228-687-9762
We Insure Carolinas, LLC	3430 Toringdon Way Suite 200	Charlotte	NC	28277	980-556-7242
Carolina Insurance Advocates, LLC.	4214 Fayetteville Road	Durham	NC	27713	919-823-9225
We Insure NC, LLC.	7209 Creedmoor Road, #109	Raleigh	NC	27613	984-224-6103
OMG WE BE, LLC	150 Charlois Blvd, Suite 200	Winston-Salem	NC	27103	336-370-5840
MKD Insure, LLC.	520 Rt 9 North	Manalapan	NJ	07726	732-978-1740
Stateline Insurance Agency, LLC.	533 Memorial Parkway	Phillipsburg	NJ	08865	908-348-6852
Sigrid Amil	143 Elmer Street	Westfield	NJ	07090	908-490-8432
All Hands Coverage, Inc.	4177 Merrick Road	Massapequa	NY	11758	516-590-0127
Wortman, Inc.	2900 S Telephone Road, Suite 100	Moore	OK	73160	405-467-9113
J & J Insurance Group, LLC	1100 Pacific Blvd S.E.	Albany	OR	97321	405-467-9113
Arms Associates, LLC.	2340 Miller Road	Chester Springs	PA	19425	484-207-6642
MHDM 4, LLC	375 Valley Brook Road	McMurray	PA	15317	724-381-2548
BC Team, LLC	1239 Golden Mile Rd. Suite 105	Towanda	PA	18848	570-931-3862
Jamison Insurance, LLC	2701 York Road	Warrington	PA	18929	267-508-2074
Amanda & Anthony Fulford	186 Fresh Drive	Myrtle Beach	SC	29579	843-491-6995
Carolina Insurance Planners, LLC.	10040 Dorchester Rd. Suite 100	Summerville	SC	29485	843-625-6060
Preferred Agency, LLC	801 Decatur Pike	Athens	TN	37303	423-427-6647
Our Home Insurance Group, LLC	215 Center Park Drive, St 400	Knoxville	TN	37922	865-328-1032

CURRENT FRANCHISEES AS OF 12/31/2021					
FRANCHISEE	**STREET ADDRESS**	**CITY**	**ST**	**ZIP**	**PHONE NUMBER**
AW Insurance Group, LLC	500 S. Denton Tap Road	Coppell	TX	75019	972-430-8940
Capital Insurance Solutions, Inc.	5665 Dallas Parkway #250	Frisco	TX	75034	469-731-8140
WB Insurance Agency, LLC.	2127 S Great Southwest Pkwy #205	Grand Prairie	TX	75015	682-339-6621
Complete Insurance Services LLC	7410 Westview Drive	Houston	TX	77055	281-982-1452
Madison Avery, LLC.	2011 Leeland St.	Houston	TX	77003	832-827-8542
CC&R Investments, LLC.	8131 W. Hausman Rd	San Antonio	TX	78249	210-942-3862
Cory & Milly Kammerdiener, Inc	24624 Interstate 45N, Suite 120	Spring	TX	77386	281-982-0642
ARMN Holdings, LLC.	2500 East TC Jester Blvd #110	Houston	TX	77008	281-972-2530
Fairmont, Fraser & Pugh, LLC	44095 Pipeline Plaza Dr, #300	Ashburn	VA	20147	571-450-1057
RST Prime LLC	517 Baylor Court	Chesapeake	VA	23320	757-608-2240
Insuring Badgerland LLC	5320 Monona Drive	Madison	WI	53716	608-690-5420

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

FRANCHISEE	**ADDRESS**	**CITY**	**STATE**	**ZIP CODE**	**TELEPHONE NUMBER**
Gains Ventures, Inc	15192 SW 137 Street #6	Miami	FL	33196	850-394-9705
Evan Lustig Ins Group, Inc.	9035 Americana Road Ste 13	Vero Beach	FL	32966	772-245-6161
CPAC Group, LLC.	618 E South Street, Suite 500	Orlando	FL	32801	407-374-0065
We Insure Citrus, LLC	1454 US Highway 41	Inverness	FL	34450	352-355-4309
Future Financial of Davie, Inc	10600 Griffen Road #A105	Cooper City	FL	33328	954-903-0720
KS Baker & Associates, LLC	12457 S Tamiami Trail	North Port	FL	34287	904-220-0024

Troy Insurance, LLC	6620 South Dixie Highway	West Palm Beach	FL	33405	561-249-4483
KMC Insurance, LLC	11820 Miramar Parkway, Unit 223	Miramar	FL	33025	954-228-2000
Barton Insurance Group, Inc	4699 North Federal Highway Suite 101D	Pompano Beach	FL	33064	954-317-1388
CPR Services of Orlando, Inc	3042 Lions Court	Kissimmee	FL	34744	321-337-0932
Cinlor Insurance, LLC	1901 South Tamiami Trail Ste F	Venice	FL	34293	941-209-4639
The Barnes Insurance Agency, LLC	531A Jenks Avenue	Panama City	FL	32401	850-270-5051
Apollo Insurance Agency, LLC	3326 Mary Street, Suite 602	Miami	FL	33133	786-623-2123
Jennings Global, LLC	7863 West Sample Road	Coral Springs	FL	33065	954-799-0281
The Genco Insurance Company, LLC	4825 N Dixie Highway Suite A	Oakland Park	FL	33334	954-314-0524
N&B Insurance Group, Inc	630 Kingsley Ave	Orange Park	FL	32073	904-421-0350

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

STATE FRANCHISE ADMINISTRATORS

California
Department of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
1-866-275-2677
www.dfpi.ca.gov
Ask.DFPI@dfpi.ca.gov

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

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

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

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

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

Indiana
Indiana Securities Division
302 West Washington Street
Room E111
Indianapolis, IN 46204
(317) 232-6681

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

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

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

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

Minnesota
Department of Commerce
Securities Unit 85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(651) 539-1600

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

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl
New York, NY 10005
212-416-8222

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

North Dakota
North Dakota Securities Department
State Capitol
600 East Boulevard Avenue
Fifth Floor, Dept 414
Bismarck, ND 58505-0510
(701) 328-4712

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

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

South Dakota
Dept. of Labor and Regulations
Division of Securities
124 S. Euclid, Suite 104
Pierre, SD 57501

(605) 773-48233

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

Utah
Department of Commerce
Division of Consumer Protection
160 East 300 South
P.O. Box 45804
Salt Lake City, UT 84145-0804
(801) 530-6601

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

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

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

AGENTS FOR SERVICES OF PROCESS

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

California:
Commissioner of Department of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834

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

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

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

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

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

Minnesota:
Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-3165

New York:
New York Secretary of State
99 Washington Avenue
Albany, NY 12231

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

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

Washington
Department of Financial Institutions
Securities Division
150 Israel Road
Tumwater, WA 98501

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

EXHIBIT I
STATE ADDENDA AND AMENDMENTS

California State Addendum disclosures:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the franchise disclosure document.
2. The franchisor, any person or franchise broker in Item 2 of the UFOC is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
3. California Business and Professions Code 20000 through 20043 provides rights to the franchise concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
4. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).
5. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
7. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
8. The franchise agreement requires the application of the laws of New York. This provision may not be enforceable under California law.
9. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
10. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).
11. Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the contents of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.
12. Each owner of the franchise may be required to execute a personal guaranty in connection the franchise agreement. The execution of a personal guaranty may jeopardize the marital assets of non-owner spouses domiciled in community property states such as California.
13. The highest interest rate allowed in California is 10% annually.

14. 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.

15. The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

REGISTRATION OF THIS FRANCHISE DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER.

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

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

1. In recognition of the requirements of the California Franchise Investment Law, the Franchise Agreement is amended to add the following: "No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise."

2. The franchise agreement contains a non-solicitation provision that may prohibit you from recruiting and hiring any employees of any We Insure business; such provisions are also known as no-poach and no-hire provisions. Such provisions are disfavored in California as such this provision may not be enforceable under California law.

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

4. The following section of the Franchise Agreement shall be deleted in its entirety for California residents and franchisees: Section 29: Acknowledgments.

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

FRANCHISOR: **We Insure, LLC**	FRANCHISEE**:**
By:_____ Its:_____	By:_____ Its:_____
Date:_____	Date:_____

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

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

■ This registration is effective in the states of Florida, Indiana, Kentucky, Nebraska, Texas, and Virginia.

■ There are no states which have refused, by order or otherwise, to register these franchises.

■ There are no states which have revoked or suspended the right to offer these franchises.

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

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

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

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

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

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

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

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

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

FRANCHISOR: **We Insure, LLC**	FRANCHISEE**:**
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT AND OTHER AGREEMENTS

The Franchise Agreement to which this addendum is attached, which may have been entered into by and between the below undersigned parties incident to the execution of the Franchise Agreement (collectively referred to as the "Franchise Related Agreements") are amended as follows to comply with the Illinois Franchise Disclosure Act of 1987, as amended August 1, 2022 , and the Illinois Disclosure Rules and Regulations:

1. Illinois law governs the Franchise Agreement.

2. Notwithstanding any other provision of the Franchise Agreement or any exhibit or attachment thereto, Franchisee is not obligated to pay Franchisor, and Franchisor may not accept from Franchisee, any fees until Franchisor has performed all of its pre-opening obligations to Franchisee under the Franchise Agreement and Franchisee has opened the Franchised Business.

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

4. Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. 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.

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

FRANCHISOR:
WE INSURE, LLC

By:_____
Its:_____

FRANCHISEE**:**

By:_____
Its:

Date:_____ Date:_____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

ITEM 5

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

ITEM 17

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

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

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

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

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

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

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

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

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

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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

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

FRANCHISOR:	FRANCHISEE**:**
We Insure, LLC	
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____

FOR RESIDENTS OF THE STATE OF MICHIGAN

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

1. A prohibition on the right of a franchisee to join an association of franchisees.

2. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchise, after entering into a franchise agreement, from settling any and all claims.

3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for a good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or another commercial symbol in the same area subsequent to the expiration of the franchise or the franchise does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for a good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

8.

(a) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(d) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

9. A provision that requires the franchisee to resell to the franchisor items that are not

uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in paragraph 3 above.

10. A provision which permits the franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

11. If the Franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000 the Franchisee may request the Franchisor to arrange for the escrow of initial investment and other funds paid by the Franchisee until the obligations, if any, of the Franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the Franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding the notice of this offering on file with the attorney general should be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913 (517) 373-7117.

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

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following additional disclosures are required by Minnesota Statues:

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 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 for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

- Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- 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, suit or demand regarding the use of the name. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

- Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if a bond is required.

- Any limitations of claims must comply with Minnesota Statutes, Section 80C.17, Subd. 5. Please amend accordingly.

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptivepractices, 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 felonycharge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor chargeor 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 personfrom membership in such association or exchange; or is subject to a currently effective

injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice offorum**", 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 ofthe State of New York.

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

For franchises and franchisees subject to the North Dakota Franchise Investment Law, the following information amends, supersedes on supplements, as the case maybe, the corresponding disclosures in the main body of the text of the We Insure, LLC Franchise Disclosure Document and Franchise Agreement.

a. Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law; accordingly, any such provision in the Franchise Disclosure Document or Franchise Agreement shall be amended to add the following: "notwithstanding anything to the contrary contained herein, franchisees subject to the North Dakota Franchise Investment Law shall not be required to sign a general release upon renewal to the extent that such would be prohibited by Section 51-19-09.

b. Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law; accordingly, any such provision in the Franchise Disclosure Document or Franchise Agreement shall be amended to add the following: "notwithstanding anything to the contrary contained herein, franchisees subject to the North Dakota Franchise Investment Law shall not be required to consent to termination or liquidation damages to the extent that such would be prohibited by Section 51-19-09".

c. Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. Accordingly, any such provision in the Franchise Disclosure Document or Franchise Agreement shall be amended to add the following: "notwithstanding anything to the contrary contained herein, franchisees subject to the North Dakota Franchise Investment Law shall not be required to agree to a covenant restricting competition to the extent such would be prohibited by Section 9-08-06 of the North Dakota Century Code."

d. Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee's place of business. Accordingly, any such provision in the Franchise Disclosure Document or Franchise Agreement shall be amended to add the following: "notwithstanding anything to the contrary contained herein, franchisees subject to the North Dakota Franchise Investment Law shall not be required to agree to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business."

e. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota accordingly, any such provision in the Franchise Disclosure Document or Franchise Agreement shall be amended to add the following: "notwithstanding anything to the contrary contained herein,

franchisees subject to the North Dakota Franchise Investment Law shall not be required to agree to jurisdiction or venue in a forum outside of North Dakota".

f. Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law; accordingly, any such provision in the Franchise Disclosure Document or Franchise Agreement shall be amended to add the following: "notwithstanding anything to the contrary contained herein, franchisees subject to the North Dakota Franchise Investment Law shall not be required to waive their rights under North Dakota Law.".

g. Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law; accordingly, any such provision in the Franchise Disclosure Document or Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota shall be amended to add the following: "except for franchisees subject to the North Dakota Franchise Investment Law, for which North Dakota law shall apply in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law.".

h. Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law; accordingly, any such provision in the Franchise Disclosure Document or Franchise Agreement shall be amended to add the following: "notwithstanding anything to the contrary contained herein, franchisees subject to the North Dakota Franchise Investment Law shall not be required to waive his or her right to a jury trial".

i. Any provision in the Franchise Agreement which requires a franchisee to consent to a waiver of exemplary or punitive damages has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law; accordingly, any such provision in the Franchise Disclosure Document or Franchise Agreement shall be amended to add the following: "notwithstanding anything to the contrary contained herein, franchisees subject to the North Dakota Franchise Investment Law shall not be required to consent to a waiver of exemplary or punitive damages" .

j. Any provision in the Franchise Agreement which requires a franchisee to consent to a limitation of claims within one year has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law; accordingly, any such provision in the Franchise Disclosure Document or Franchise Agreement shall be amended to add the following: "notwithstanding anything to the contrary contained herein, franchisees subject to the North Dakota Franchise Investment Law shall not be required to consent to a limitation of claims within one year".

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

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

Additional Disclosure. The following statements are added to Item 17.h.
Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

The following is added to the Disclosure Document for Washington residents:

In the event of a conflict of laws, the provisions of the Washington Franchise InvestmentProtection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also becourt decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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 withthe sale of franchises, or a violation of the Washington Franchise Investment Protection Act, inWashington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonablyrestrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonableestimated or actual costs in effecting a transfer.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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) solicitingor 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.

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS (INCLUDING THE RESTRICTIVE COVENANT AGREEMENT)

In the event of a conflict of laws, the provisions of the Washington Franchise InvestmentProtection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also becourt decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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 withthe sale of franchises, or a violation of the Washington Franchise Investment Protection Act, inWashington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except whenexecuted pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonablyrestrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonableestimated or actual costs in effecting a transfer.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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) solicitingor 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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this_____day of_____20_____.

FRANCHISOR	FRANCHISEE

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

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

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats., supersedes any inconsistent provisions of the Franchise Agreement.

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

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

FRANCHISOR:
We Insure, LLC

By:_____
Its:_____

Date:_____

FRANCHISEE**:**

By:_____
Its:_____

Date:_____

EXHIBIT J

GENERAL RELEASE LANGUAGE

RELEASE

THIS RELEASE is given by _____, their respective, predecessors, affiliates, employees, legal representatives and agents, successors and assigns, and their heirs, beneficiaries, executors and administrators (collectively, "you" or "your"), to WE INSURE, LLC, and all of its predecessors, affiliates, employees, legal representatives and agents, successors and assigns, and its heirs, beneficiaries, executors and administrators (collectively, "we," "us" or "our").

Effective on the date of this Release, you forever release and discharge us from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which you now have or ever had against us, including without limitation, anything arising out of that certain Franchise Agreement dated [date] between you and us, and all exhibits and addenda between you and us (collectively, the "Agreement"), the franchise relationship between you and us, and any other relationships between you and us; except those Agreement provisions which expressly survive termination and our obligations under the Termination Agreement dated [date]. This Release is effective for: (x) any and all claims and obligations, including those of which you are not now aware; and (y) all claims you have from anything which has happened up to now.

You are bound by this Release. You freely and voluntarily give this Release to us for good and valuable consideration and we acknowledge its receipt and sufficiency.

You represent and warrant to us that you have not assigned or transferred to any other person any claim or right you had or now have relating to or against us.

In this Release, each pronoun includes the singular and plural as the context may require. This Release is governed by Florida law, without regard to its provisions for conflicts of laws. This Release is effective as of [date], notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned execute this Release as of the date above.

[SIGNATURE BLOCK]

EXHIBIT K

STATE EFFECTIVE DATES & RECIEPT PAGES

STATE EFFECTIVE DATES

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

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

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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
(OUR COPY)

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 We Insure, LLC offers you a franchise, We Insure, LLC must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, We Insure, LLC or an affiliate in connection with the proposed franchise sale. New York requires that We Insure, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that We Insure, LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If We Insure, LLC 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency.

The franchisor is We Insure, LLC located at 1430 Prudential Drive, Jacksonville, Florida 32207. Its phone number is (855) 483-3901.

Issuance Date: April 29, 2022, as amended August 1, 2022

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

Name of Franchise Seller	Business Name and Address (include Territory Manager Entity Name, if any)	Telephone Number
	We Insure, LLC 1430 Prudential Drive, Jacksonville, Florida 32207	877-677-4063

I received on the date adjacent to my signature below a Franchise Disclosure Document from We Insure, LLC dated as of April 29, 2022, as amended August 1, 2022 which included the following Exhibits:

Exhibit A - Financial Statements
Exhibit B - Franchise Compliance Certification
Exhibit C - Franchise Agreement
Exhibit D - Form of Promissory Note and Guaranty
Exhibit E – Purchase and Sale Agreement
Exhibit F – Operations Manual Table of Contents
Exhibit G – List of Current and Former Franchisees
Exhibit H – List of State Administrators and Agents for Service of Process
Exhibit I – State Addenda and Amendments

Date:_____ Signature: _____

Sign, date and keep for your records

RECEIPT (YOUR COPY)

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 We Insure, LLC offers you a franchise, We Insure, LLC must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, We Insure, LLC or an affiliate in connection with the proposed franchise sale. New York requires that We Insure, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that We Insure, LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If We Insure, LLC 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency.

The franchisor is We Insure, LLC located at 1430 Prudential Drive, Jacksonville, Florida 32207. Its phone number is 855-483-3901.

Issuance Date: April 29, 2022, as amended August 1, 2022

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

Name of Franchise Seller	Business Name and Address (include Territory Manager Entity Name, if any)	Telephone Number
	We Insure, LLC 1430 Prudential Drive, Jacksonville, Florida 32207	877-677-4063

I received on the date adjacent to my signature below a Franchise Disclosure Document from We Insure, LLC dated as of April 29, 2022, as amended August 1, 2022 which included the following Exhibits:

Exhibit A - Financial Statements
Exhibit B - Franchise Compliance Certification
Exhibit C - Franchise Agreement
Exhibit D - Form of Promissory Note and Guaranty
Exhibit E – Purchase and Sale Agreement
Exhibit F - Operations Manual Table of Contents
Exhibit G - List of Current and Former Franchisees
Exhibit H – List of State Administrators and Agents for Service of Process
Exhibit I – State Addenda and Amendments

Date:_____ Signature: _____

Sign, Date and Return this Receipt to Us

We Insure® Inc. 1430 Prudential Drive, Jacksonville, Florida 32207* franchising@weinsuregroup.com