

AGENT MASTER AGREEMENT

This Agent Master Agreement (“Agreement”) is made by and between Consumer Agent Portal, LLC, a Delaware limited liability company, located at 2262 26th Ave NW, New Brighton, MN 55112 (“CAP” DBA TrustedChoice.com), and you (“Agent” or “Agency” as applicable) and is made effective as of the date that Agent/Agency electronically accepts/acknowledges it (“Effective Date”).

WHEREAS, CAP offers and licenses various products, provides access to one or more insurance focused websites and provides certain services.

WHEREAS, Agent/Agency desires to purchase services, obtain website access and/or license products from CAP and the parties agree that in connection with any such services, licenses and/or access purchased by Agent/Agency, the terms and conditions identified in this Agreement shall govern such purchases.

NOW THEREFORE, In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CAP and Agent/Agency hereby agree as follows:

1. **Services and Offerings.**

1.1 Services. Agent/Agency will purchase the services (“Services”), license the products (“Licenses”) and/or obtain the access to various products, websites or opportunities (“Access”), as applicable, that Agent/Agency electronically identifies in connection with the commercial transaction that Agent/Agency completes at or on the applicable CAP website, which shall then be subject to this Agreement. Such Services, Licenses and/or Access and only to the extent identified and actually purchased by Agent/Agency shall hereinafter sometimes be collectively referred to as the “Included Products”. A list of available Included Products and their description can be found on Exhibit A, attached

2. **Compensation.**

2.1 Fees, Costs, and Expenses. CAP will charge the applicable fees, costs, and expenses to Agent/Agency for the applicable Included Products (“Compensation”).

2.2 Payment and Taxes. While this Agreement is in effect, CAP will also charge and collect from Agent/Agency all taxes and applicable fees associated with the applicable

Included Products (which shall also be deemed to be included in the definition of Compensation), and the Compensation will be collected from Agent/Agency’s ACH/Credit Card or similar account. To the extent that a Carrier agrees to pay for any of the Compensation otherwise payable by Agent/Agency to CAP, Agent/Agency agrees to pay all Compensation going forward immediately after the Carrier’s payment coverage is terminated. CAP may change the fees associated with any Included Products in its

business discretion upon no less than thirty (30) days' notice to Agent/Agency which may be made by various means including web posting.

3. **Use of Deliverables.** Except as otherwise provided in this Agreement, Agent/Agency may use all documents and materials that CAP provides to Agent/Agency pursuant to its receipt of the applicable Included Products (collectively “Deliverables”) solely for its own business purposes during the term of the applicable Included Products. Agent/Agency is solely responsible for providing services to the consumer.
4. **Rights to CAP Technology.** Agent/Agency understands and acknowledges that CAP develops, licenses, and uses certain pre-existing and/or new techniques, processes, methods, software components and/or programs, development tools, routines, scripts, data, and related materials and owns or licenses various intellectual property (collectively, “CAP Technology”), some of which may be made available to Agent/Agency during their receipt of the applicable Included Products. CAP shall retain full and complete ownership of all CAP Technology and Agent/Agency accepts and acknowledges that Agent/Agency shall obtain no rights or interest in any CAP Technology, other than any rights to access or use the CAP Technology during the term of the applicable Included Products and only to the extent such rights to access or use are specifically identified herein and only if Agent/Agency is in full compliance with its obligations identified herein and Agent/Agency shall make no claim to any right or interest in CAP Technology.
5. **Confidentiality.**
 - 5.1 **Definition:** CAP may provide Agent/Agency with information and data that is proprietary in nature including but not limited to, technical, product, financial, personnel and other business information related to CAP or its customers, vendors and licensors in connection with CAP's providing the applicable Included Products (collectively “Confidential Information”).
 - 5.2 **Obligations.** Agent/Agency shall use the Confidential Information for the sole purpose of accessing, accepting or using the applicable Included Products and shall not disclose the Confidential Information to any party, other than Agent's/Agency's employees who have a good-faith need to know and who have duties to Agent/Agency of protecting the Confidential Information. Agent/Agency will use commercially-reasonable efforts to hold Confidential Information received in strict confidence and protect it against unauthorized use or disclosure. To the extent that Agent/Agency provides CAP with information or documentation that is confidential or proprietary to Agent/Agency and Agent/Agency marks such information or documentation as confidential prior to CAP's receipt, CAP shall use commercially reasonable efforts to hold such information and documentation in confidence and protect it against unauthorized disclosure.
 - 5.3 **Limitations.** Confidential Information shall not include information that becomes or is generally available to the public without Agent's/Agency's violation of this Agreement.

6. Warranties and Representations.

6.1 CAP Warranty. CAP represents and warrants that Agent/Agency's use and access of the applicable Included Products (to the extent used properly and not in breach of this Agreement or the documentation or usage requirements provided to the Agent/Agency in connection with the Included Products) will not violate any applicable law or regulation or infringe upon the United States intellectual property rights of any third party, although no such warranty applies with respect to any (a) information, data or documentation provided by Agent/Agency to CAP or a subcontractor of CAP or (b) directions or instructions provided by Agent/Agency to CAP or a subcontractor of CAP.

6.2 Agent/Agency Warranty. Agent/Agency represents and warrants that (a) any information, data, artwork, photos and materials that it or its employees or agents provides to CAP or a subcontractor of CAP will not violate any applicable law or regulation, infringe upon or violate the rights of any third party and will be true and accurate, (b) it has the right and authority to enter into this Agreement and (c) it will comply with all applicable laws and regulations in its access and use of the applicable Included Products and participation under this Agreement.

6.3 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, ALL INCLUDED PRODUCTS AND RELATED DELIVERABLES PROVIDED TO AGENT/AGENCY HEREUNDER ARE ON AN "AS IS" BASIS. CAP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SUITABILITY FOR PURPOSE, SATISFACTORY QUALITY, PRODUCT LIABILITY AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

7. Term and Termination.

7.1 Term. This Agreement and Agent/Agency's Section 2 Compensation obligations shall commence on the Effective Date and unless terminated earlier in accordance with the provisions of Section 7.2, shall continue until the later of (a) one year following the Effective Date or (b) when no applicable Included Products are available for use by Agent/Agency (the "Term").

7.2 Termination. Notwithstanding Section 7.1, (a) either party may terminate Agent/Agency's use of one or more applicable Included Products by providing the other party with written notice of the termination (email notice sent to support@trustedchoice.com is acceptable). Annual subscriptions are automatically renewed each year. Annual subscriptions require a 12-month commitment and will NOT be refunded if cancelled prior to the 12-month renewal date. Monthly subscriptions are automatically renewed upon invoicing. Cancellation of Annual or Monthly Subscriptions must be made in writing (email notice sent to support@trustedchoice.com is acceptable) at least 7 days prior to the renewal date. Termination will be effective as of the last day prior to renewal of the current

subscription for both annual and monthly subscriptions. Agent/Agency will be responsible for all subscription charges prior to termination.

- 7.3 Effect.** Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including but not limited to injunctive relief, nor shall termination relieve either party from any obligations outstanding prior to termination, including Agent's/Agency's obligation to pay Compensation due through the effective date of the termination. Upon termination, all rights to the applicable Included Products afforded to the Agent/Agency shall immediately cease and Agent/Agency shall promptly return to CAP all Confidential Information and CAP Technology.

8. Indemnification.

- 8.1 Indemnification Obligation.** Each party shall indemnify, defend and hold the other party (and its officers, managers, employees, agents, successors and assigns) harmless

against any and all third party claims, demands, damages, judgments, settlements, losses or liabilities, including without limitation, reasonable attorneys' fees and costs of investigation and related defense (collectively "Claims") arising out of or relating to its breach of any representation or warranty identified in this Agreement. In addition, to the extent that Agent/Agency requests (or this Agreement requires) CAP to provide any information, data or materials related to the Agent/Agency or its customers or vendors to a third party and CAP does so, then Agent/Agency shall indemnify and hold CAP and its officers, managers, employees, agents, successors and assigns harmless from any Claims arising out of or relating to CAP's provision of such information, data or materials.

- 8.2 Procedure.** Each party shall promptly notify the other upon receipt of any Claim. The indemnifying party shall have sole control of the defense and all related settlement negotiations with respect to any Claim, provided that: (a) the indemnified party has the right, but not the obligation, to participate in the defense of any such Claim through counsel of its own choosing at its own expense; (b) the indemnified party cooperates fully in the defense; and (c) the indemnifying party cannot agree to any settlement which admits liability of the indemnified party without the prior permission of the indemnified party.

9. Limitation of Liability.

- 9.1 Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE IN ANY CLAIM ARISING OUT OF OR RELATING TO PERFORMANCE OF THIS AGREEMENT, WHETHER SUCH THE CLAIM IS IN CONTRACT, TORT OR EQUITY, REGARDLESS IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM AND/OR DAMAGES.

9.2 Total Liability Limit. UNLESS IN CONNECTION WITH A BREACH OF SECTIONS 2, 4 OR 5, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR

CLAIMS AND/OR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY AGENT/AGENCY TO CAP DURING THE ONE (1) YEAR PERIOD PRECEDING THE EVENT OR EVENTS GIVING RISE TO THE CLAIM.

10. Miscellaneous Provisions.

10.1 Relationship. CAP and Agent/Agency are independent contractors for all purposes under this Agreement, and nothing contained in this Agreement shall be construed to create an employment, agency, partnership, or joint venture relationship between them. In satisfying any of its obligations herein, CAP may leverage contractors and agents.

10.2 Authority. Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into this Agreement on behalf of the respective party.

10.3 Entire Agreement. This Agreement, together with any terms (including commercial terms) that Agent/Agency electronically accepts/acknowledges when identifying and/or purchasing the Included Products, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings, communications or agreements. This Agreement may be amended only by mutual written agreement.

10.4 Good Faith Efforts. The parties shall make reasonable and good faith efforts to settle informally any dispute or disagreement that arises in connection with the interpretation or performance of this Agreement.

10.5 Governing Law and Venue. This Agreement, and all matters arising out of or relating to its construction and enforcement, shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. The parties consent and submit to the exclusive jurisdiction of the state and federal courts located in Hennepin County, Minnesota for any disputes arising under or in connection with this Agreement that are not resolved under Section 10.4. Each party hereby waives any right that it might otherwise have to object to such venue.

10.6 Notice. When either party desires or is required to give notice to the other party pursuant to any term of this Agreement, notice may be provided by email to the extent that the applicable notice provision permits notice by email or by phone. In all other situations, the notice shall be in writing and: (a) delivered personally; (b) sent by a nationally recognized overnight delivery service (such as, but not limited to, FedEx), all charges prepaid; or (c) sent by U.S. Postal Service certified mail, return receipt requested, postage prepaid. All subpart (a) through (c) notices shall be delivered or sent to the address for each party set forth in the opening paragraph of this Agreement or such other address as either party notifies the other of in accordance with the terms of this

Agreement. Notices shall be deemed to have been given upon receipt or refusal to accept by the party to which the notice is delivered or sent.

10.7 Severability. If any term of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.8 Captions. The captions of each section of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of the Agreement.

10.9 Waiver. The failure of either party to insist upon strict performance of any of the terms or provisions or to exercise any rights or remedies contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such terms, provisions, rights or remedies. Neither this Agreement nor any provisions hereof may be changed, waived or discharged, except by an instrument in writing signed by the parties.

10.10 Intervening Causes. A party is not liable under this Agreement for any breaches caused by natural disasters, governmental action, labor strikes, or similar causes and conditions beyond the control of either party, provided the party makes reasonable efforts to perform its obligations and promptly cure the breach under the circumstances.

10.11 Assignment. Agent/Agency may not assign this Agreement without the prior written approval of CAP. CAP may withhold such consent in its sole business discretion. CAP may assign this Agreement without prior consent of Agent/Agency in the event of

CAP's merger, acquisition, corporate reorganization or sale of all or substantially all of its assets or equity. This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

EXHIBIT A

INCLUDED PRODUCTS DESCRIPTION/SPECIFICS

Advantage Products Participation

1. Advantage Participation Specifics. Advantage Participation provides the Agent/Agency the following items described in Sections 1.1 through 1.5 below for the applicable Advantage Product Line electronically chosen by Agent/Agency in consideration of Agent/Agency making the applicable Compensation payments to CAP for each location. Agent/Agency accepts and understands that in order to enable full participation, Agent/Agency shall satisfy certain set up related obligations and provide the information and materials reasonably requested by CAP.

1.1 Enhanced Search Listing. Agent/Agency will receive priority placement and screen real estate in search results.

1.2 Advantage Profile. Agent/Agency will have the ability to enhance their profile by entering additional detail to complete their set up. The additional detail includes, but is not limited to, hours of operation, employee staff, client testimonials, types of insurance offered, carriers represented, additional languages, account sizes and industry classes.

1.3 Notification of Prospect Interest. For those subscriptions that include agency contact information, the Agent/Agency will receive email notification when a potential customer submits the “Contact Agency” form.

1.4 Prospects. For subscribing Agents/Agencies, the number of potential opportunities generated will not be capped.

1.5 Consumer Activity Reporting. CAP will periodically provide or grant Agent/Agency access to performance information.

1.6 Usage/Unacceptable Content. Agent/Agency shall adhere to the requirements of CAP’s terms of use policy, as may be updated by CAP from time to time, in its use, review and access of the applicable Advantage Product Line. CAP may remove or determine not to publish any content or information that: (a) violates CAP’s policies, including its terms of use and privacy policies; (b) may constitute a violation of any laws/regulations; (c) may infringe or misappropriate the proprietary, intellectual property or other rights of any person/entity; and/or (d) may be obscene, abusive, critical, disparaging or similar. Agent/Agency accepts and acknowledges that it is not CAP’s responsibility to make the determinations identified in (a) through (d).

1.7 Additional Services. Agent/Agency may request that CAP provide consultation related to its Advantage Product Line participation hereunder. If CAP is able to satisfy such a request, Agent/Agency shall pay \$150 per hour for such services.

1.8 Consent. Agent/Agency accepts and acknowledges that CAP reserves the right to track, record and monitor calls that Agent/Agency receives from consumers and to use such recordings and monitoring for various purposes and Agent does in fact agree and consent to such monitoring and recording by CAP and CAP's right to use such monitoring, recording and associated data for various quality assurance, training and business purposes to the full extent permitted by applicable law. Agent/Agency accepts and acknowledges that CAP is under no obligation to share the information or data that CAP collects under this Section 1.8 to the full extent permitted by applicable law.

Advantage Product Lines:

Commercial Lines. “Commercial Lines” insurance includes the following lines of business – all commercial lines of insurance for businesses and all industry classes supported by TrustedChoice.com.

Personal Lines. “Personal Lines” insurance includes the following lines of business – all personal lines of insurance for individuals that are supported by TrustedChoice.com to include,

but not limited to, Auto, Home, Motorcycle, RV, Boat, Personal Watercraft, ATC, Snowmobile and Umbrella.

Life & Annuities Lines. “Life & Annuities Lines” insurance includes the following lines of business: all life and annuities lines of business for individuals that are supported by TrustedChoice.com to include, but not limited to, Life, Annuities, Disability Income and LongTerm Care.

Agent/Agency accepts and acknowledges that CAP reserves the right to require Agent/Agency to execute new documentation in connection with Agent/Agency’s desire to participate in an Advantage Product Line that has been expanded or underwent functionality modifications after the date in which Agent/Agency purchased access to such applicable Advantage Product Line or to the extent appropriate based on changes in law or business necessity.