

Agency Network Application

Please note: The information submitted to Insurance Nation will be kept confidential and will only be used in the selection process for all notential candidates. You may attach any additional information to this application.

for all potential candidates. You may attach any additional information to this application.							
·	<u> </u>	Personal Inf					
Name:	First		iddle		La	st	
Business/ Agency Name:							
			ETAL	1			
Social Security:			EIN:				
Home Phone:			Email:				
Home Address:	Street		APT	City		State	Zip Code
Do you own or re	ent your home?	Own Rent	Are you a Citizen?	US	☐ Yes ☐ No		
Agency Phone:			Agency Fax:				
Agency Address:	Street		Suite	City	У	State	Zip Code
What attracted y	ou to the idea of th	e Insurance Na	tion Agency	y Network	: Agreeme	nt?	
		Professional I	nformatio	n			
Occupation:			Posit	ion:			
Name of Employ	er:		Type Busir				
Job Description:							
Education:							
Have you owned	any other business	ses?	-	what type:			



				Ref	feren	ces					
Reference Type: ☐ Personal	Name				Relation	nship			Phone	e Number	
☐ Professional	Street						APT	C	ity	State	Zip Code
Reference Type:					Relation	nship			Phone	e Number	
□ Professional	Street						APT	С	ity	State	Zip Code
			F	inancia	l Info	ormat	tion				
Total Liquid Assets: (Cash, Stocks, Bonds, etc.)											
Total Tangible Asset (real estate, vehicles, business											
Total Assets:											
Total Liabilities:											
Total Net Worth: (Total Assets – Total Liabilities											
Are you planning to	e the in	nvestr	ment?		□ Yes	3					
Indicate total capita	l availa	able for	inves	stment:							
				General	Info	rmat	ion				
Do you have previous management experience?			Yes No	Please describe:							
Do you have previous experience in the insurance industry?			Yes No	Please describe:							
Do you have an active non-compete in place?			Yes No	Please describe:							
Will you be managing the day-to-day operations of the business?			Yes No	If not, do you have someone in mind?			Yes No	Please	e describe:		
I am interested in (check all that apply):			☐ Single location☐ Multiple locationsIn what city or area are you planning to open your			r office(s)?					
Other information yo	ou war	nt to ac	ld:								



Acknowledgement					
I certify the above answers are accurate to the best of my knowledge. To further evaluate my					
qualifications I hereby authorize Insurance Nation to obtain a credit report, background					
investigation, and contact references.					
Applicant Signature:			Date:		
Thank you for your interest in Insurance Nation. Please scan the completed application and email					
to anadmin@insurancenation.com					
If you have any questions please contact us					
anadmin@insurancenation	n.com	305-412-2205	www	insurancenation.com	
12005 SW 117 th Ave Miami, FL 33186					



Mutual NDA

This Mutual Nondisciosure Agreement (the	rigicement) is made asor		Effective Date) by and
between Consolidated Insurance Nation,	Inc. d/b/a Insurance Natio	n ("Company") and	("AGENT")

relationship (the "Relationship") in connection with which each party may disclose its Confidential Information (as defined below) to the other. This Agreement is intended to allow the parties to discuss and evaluate the Relationship while protecting each party's Confidential Information against unauthorized use or disclosure.

2. Definition of Confidential Information.

- "Confidential Information" means any non-public information which is designated in writing or orally to be confidential, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered to be confidential.
- 2.2. Exceptions. Notwithstanding the above, Confidential Information does not include information of the other which the receiving party can prove (i) is at the time of disclosure publicly available without breach of this Agreement; (ii) was known to the receiving party, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party and by employees of the receiving party who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the mandatory and binding order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

3. Protection of Confidential Information

- 3.1. Restricted Use. AGENT and Company each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship.
- 3.2. Nondisclosure. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Relationship, and who (i) have executed written

- 1. Purpose. AGENT and Company wish to discuss a business agreements, or (ii) are subject to mandatory professional confidentiality regulations, obligating them to protect Confidential Information in a manner substantially similar to this Agreement.
 - 3.3. Degree of Care. Each party agrees that it shall exercise the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care, to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention.

4. Term

This Agreement will terminate 2 years from the Effective Date. The parties' obligations of confidentiality under this Agreement shall survive any termination of this Agreement for a period of 3 years.

5. Return of Materials

Any materials or documents that have been furnished by one party to the other in connection with the Relationship, as well as all copies thereof, shall be either promptly returned by the receiving party, or destroyed, in each case within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the delivery of a written request of the disclosing party. Upon request of the disclosing party, the receiving party will certify in writing that it has complied with the provisions of this Section 5.

6. Remedies

AGENT and Company each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. AGENT and Company each expressly agree that due to the unique nature of the disclosing party's Confidential Information, monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, AGENT and Company each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief.

7. General

- 7.1. No Representation or Warranty. CONFIDENTIAL INFORMATION MADE AVAILABLE IS PROVIDED "AS IS," AND DISCLOSER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF ACCURACY, COMPLETENESS, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT.
- 7.2 No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright, trademark or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship.
- 7.3. <u>Successors and Assigns</u>. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party
- 7.4. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then
- (a) such provision shall be excluded from this Agreement,
 (b) the belonce of the Agreement shall be interpreted as if any
- (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.
- 7.5. <u>Jurisdiction: Governing Law.</u> The parties expressly agree that exclusive jurisdiction for any claim or dispute relating in any way to this Agreement resides in the courts of Dade County, Florida, and agree and expressly consent to the exercise of personal jurisdiction in the courts of the forum of the non-moving party. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law.
- 7.6 Notices. All notices and other communications shall be in writing, and shall be deemed sufficiently given or furnished if delivered by personal delivery, by facsimile with acknowledgement report, by delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, to each party at the address specified on the first page hereto. Any such notice or communication shall be deemed to have been given upon receipt. In the case of AGENT, notice shall also be given to it via email.
- 7.8. <u>Amendment and Waiver</u>. Any term of this Agreement may be amended with the written consent of all parties. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of

this Agreement by a party shall not constitute a waiver of any term hereof by such party.

- 7.10. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- 7.11. Entire Agreement. This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

The parties have executed this Mutual Nondisclosure Agreement as of the Effective Date.

Consolidated Insurance Nation, Inc. Date				
By:				
Name:	(print)			
Date				
Ву:				
Name:				
Title:				