FRANCHISE DISCLOSURE DOCUMENT

We Insure, LLC
a Florida limited liability company
1560 Sawgrass Corporate Parkway
4th Floor
Sunrise, FL 33323
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 $59,916.25 to $137,887.50. This includes $40,897.25 to $52,757.50 that must be paid to the Franchisor or its affiliates before opening.

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 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 28, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
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 customer, 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 G.

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

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").

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, We Insure Group, 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 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323. We also maintain a secondary business address at 2010 E. 6th Street, Austin, TX 78702.

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 offer other property and casualty insurance products. PEAK6's affiliate, We Insure Life & Health LLC, offers health and life insurance products. PEAK6's principal business address is 141 W Jackson Blvd. Suite 500, Chicago, IL 60604. We Insure Life & Health LLC's principal business address is 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323. We Insure Life & Health LLC was incorporated July 18, 2018.

Except as described above, PEAK6 and its affiliates do 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 Corporation Service Company at 1201 Hays Street, Tallahassee, FL 32301. We may have agents for service of process in other states as we deem appropriate.

We operate two (2) We Insure® *corporate owned stores, one in* Sunrise, Florida and one in Austin, Texas 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 Agency's 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 franchisees, 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, the We Insure® Franchise System (the "franchise system" or "the 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 Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC")"), 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 Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") must at all times maintain the insurance licensing to sell and service insurance policies as required by the state(s) 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 that 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 for your Agency be on file and active at all times.

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. 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 known 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 Sunrise, Florida or Austin, Texas unless otherwise indicated.

Chief Executive Officer: Judi Hart

Ms. Hart has served as the Chief Executive Officer since July 2025. Prior to assuming the role of Chief Executive Officer, Ms. Hart served as a COO at PEAK6 Investments LLC from June 2018 through March 2024 when she joined We Insure as EVP of Operations. Prior to that, Ms. Hart held senior-level human resources positions at Apple, Inc. / Beats Electronics LLC from January 2012 to June 2018.

President: Jay Wolfberg

Mr. Wolfberg has served as President since September 2023. Prior to assuming the role of President, Mr. Wolfberg was co-owner of 2 Jays Insurance Group. Located in Delray Beach, FL, “The 2 Jays” was the top-producing We Insure agency in the country. With the acceptance of the President of We Insure position, Mr. Wolfberg stepped down from his role as co-owner of the agency and brought his skills and knowledge to this role.

Executive Vice President of Strategy: Taylor Luiso

Mr. Luiso has been the Executive Vice President of Strategy for We Insure since January 2025. Prior to We Insure, Mr. Luiso was a trader in PEAK6 Capital Management from May 2020 to December 2024 based out of Chicago, Illinois. Prior to PEAK6, Mr. Luiso started his career at Ernst & Young LLP in the Transaction Advisory practice. His principal office is in Chicago, IL.

Executive Vice President of Insurance Operations: Joe Kurtz

Mr. Kurtz has been the Executive Vice President of Insurance Operations since September 2025. Prior to assuming this role, Mr. Kurtz served as Chief Technology Officer (CTO) since October 2024. Prior to this role as the CTO, Mr. Kurtz served as the Executive Vice President – Strategic Initiatives and Chief of Staff from March 2024 to October 2024. Prior to that, Mr. Kurtz held the role of EVP – Operations and has been with the company in a leadership capacity since January 2022. Prior to this, Mr. Kurtz served as 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. His principal office is in Chicago, IL.

Vice President, Markets & Franchise Success: Erica Ostrander

Mr. Ostrander has been the Vice President of Markets & Franchise Success since December 2025. Prior to assuming this role, Ms. Ostrander served as the Sr. Director of Carrier Relations since February 2024. Ms. Ostrander has been with the We Insure organization since August 2021, previously holding the title of Director, National Sales Center. Ms. Ostrander has also been the Executive Director of Independent Insurance Agents of Central Florida since September 2017. Prior to Ms. Ostrander's tenure with We Insure, she was the Southeast Region Leader of Apogee Insurance Group from 2020, and Manager of Sales for Windhaven and the Hearth Insurance Group from 2016 – 2020.

ITEM 3
LITIGATION

The Salameh Group, LLC v. We Insure, Inc., a Florida Corporation, Case No., 2019-CA-5198 (Broward 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 commission amounts on various accounts which totaled $127,906.16. 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

No bankruptcy is required to be disclosed in this Item 4.

ITEM 5
INITIAL FRANCHISE FEES

If you are granted the right to operate a We Insure® Agency, you must pay us an Initial Franchise Fee (the "Initial Franchise Fee").

The Initial Franchise Fee is (i) $40,000 if paid in lump sum or (ii) $50,000 if financed by us. If you elect to finance a portion of the Initial Franchise Fee, you will pay $10,000 upon signing your Franchise Agreement, and the remaining $40,000 balance will be paid in 48 monthly installments of $833.33 beginning in the 13th month after opening your We Insure® Agency pursuant to the form of promissory note attached as Exhibit C to this Franchise Disclosure Document. For purposes of the commencement of payment under said promissory note, "opening" shall be deemed as the first day of the month following your completion of Initial Training.

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 ended December 31, 2025, we collected initial franchise fees ranging from $40,000 to $50,000.

All commissions earned by franchisees or paid to franchisors as explained in this Item 5 are stated as a percentage of the Sales Commissions that are paid to the Franchisor and its affiliates by the Designated Carriers whose insurance products will be sold, renewed and serviced by the Franchisee.

Franchisor's Retained Commissions are the equivalent of "royalties" in other franchising systems.

Franchisees operating a We Insure® Agency will earn a Franchisee Commission of 75% on New Business and 55% on Renewal Business, which means that the Franchisor will earn Retained Commissions of 25% on New Business and of 45% on Renewal Business.

The information explained above is also set forth in the following table for reference:

Initial Franchise Fee	**New Business**		**Renewal Business**	
	Franchisee Commission	Franchisor's Retained	Franchisee Commission	Franchisor's Retained

		Commission		Commission
$50,000	75%	25%	55%	45%

The Initial Franchise Fee includes training for up to 2 people. For each additional person that attends Initial Training, the cost is $75 per person. If travel is necessary for any part of your Initial Training, you will be responsible for all travel and wage-related expenses.

<u>Agency Management System Activation Fee</u>.

Prior to opening your Agency, and prior to us setting you up on our Agency Management System, you must pay us an Agency Management System Activation Fee for each user in your Agency. This fee is $671.25 per person, and we anticipate that you will want to "activate" one to two users, so this fee will range between $671.25 and $1,342.50.

<u>Carrier Appointment Fee</u>.

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. You must inform us which appointments you choose and we will attempt to procure these appointments on your behalf. 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 (6) carriers). Carrier Appointment Fees are most often levied on the agency, although in certain cases, they may be levied on the producer. You will also be responsible for any new or renewal carrier appointment fees incurred during the term of the agreement.

<u>Other Pre-Opening Fees Paid to Us</u>.

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 Insurance and Cyber Insurance: You must pay us $226 to procure E&O insurance and $8 to procure 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.

Uniform and Nonrefundable.

Except as otherwise set forth above, all initial fees charged are uniform and nonrefundable under any circumstances.

ITEM 6
OTHER FEES

Type of Fee See Note 1	**Amount**	**Due Date**	**Remarks**
Franchisor's Retained Commissions	Amount paid to Franchisor will vary based on whether sale was new or renewal. Franchisor's Retained Commission will be between 25% and 45% of the sales commissions paid to the franchisor or its affiliates by insurance carriers in connection with policies sold, renewed and serviced by Franchisee's Agency. The Franchisor will receive Retained Commissions equal to 25% of sales commissions for New Business and 45% of sales commissions for Renewal Business. Franchisor's Retained Commissions are subject to a Minimum Monthly Retained Commission Schedule as follows:	Monthly	Franchisor is entitled to Retained Commissions (similar to royalties in other franchise systems) equal to between 25% and 45% of the sales commissions paid to the franchisor or its affiliates by insurance carriers in connection with policies sold, renewed and serviced by Franchisee's Agency. If insurance companies pay Franchisor retail sales 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

<table>
<tr><th>Type of Fee
See Note 1</th><th>Amount</th><th>Due Date</th><th>Remarks</th></tr>
<tr><td></td><td><table><tr><td>During Months Following Opening*</td><td>Monthly Minimum Royalty Fee Paid to Franchisor (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></td><td>Commission as set forth in the schedule to the left, you must 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 is (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.</td></tr>
<tr><td>Monthly Technology Fee</td><td>$400 for the first user and $225 for each additional user. Any increase or decrease in the fee will be based on your pro-rata share of actual cost.</td><td>Monthly</td><td>See Note 3.</td></tr>
<tr><td>Carrier Motor Vehicle Reports and C.L.U.E.</td><td>Cost varies by carrier. As incurred or as part of the overall network activity, plus an administrative fee.</td><td>As incurred or monthly</td><td>See Note 5.</td></tr>
<tr><td>Franchisee’s E&O and Cyber Policy premium assessment</td><td>Initially, $226/month for E&O insurance and $8/month for Cyber insurance; adjusted annually in February in accordance with the</td><td>Monthly</td><td>See Note 6.</td></tr>
</table>

Type of Fee See Note 1	Amount	Due Date	Remarks
	size of your book of business.		
New Submissions program Penalty Fee for Noncompliance with program requirements	$75 per violation; with potential forfeiture of applicable commission for continued non-compliance.		Payable when you fail to comply with the requirements of the New Submissions program requirements. See Note 7.
Agency Management System Activation Fee	$671.25 per user hired and onboarded. This is a one-time charge for each user hired and onboarded. Any increase or decrease in the fee will be based on your pro-rata share of actual cost.	As incurred	Payable when a user is added. See Note 4.
Audit Fee	Underreported or unpaid amounts owed to us plus fee of 3% of the unpaid amount.	As incurred	Payable if an audit of your books reveals any unpaid amounts due to us.
Administrative Assistance Fee	$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

Type of Fee See Note 1	Amount	Due Date	Remarks
			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 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,

Type of Fee See Note 1	Amount	Due Date	Remarks
			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 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.
Attorneys' Fees Reimbursement	Our costs	When incurred	Only applies if we incur attorneys' fees and/or

Type of Fee See Note 1	Amount	Due Date	Remarks
			costs associated with (1) enforcement of any provision of the Franchise Agreement, or (2) collection of any amounts due from you.
Additional Training Fee	$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, in our sole discretion, to provide it, 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 if incurred during such additional training. See Item 11.
Insurance License Reinstatement Fee	$1,000 plus the costs actually incurred by us to reinstate you with our Designated Carriers and systems.	When incurred	We will charge you this fee only if you lose your license to sell insurance in your State or any other state you are required to be licensed. Depending on the circumstances, you may also incur the Insurance License Non-Compliance Fee set forth below, as well as certain direct charges from our Designated Carriers.

Type of Fee See Note 1	Amount	Due Date	Remarks
			See Note 10.
Insurance License Non-Compliance Fee	$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 or any state you are required to be licensed 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 Designated Carriers. See Note 10.
Reimbursement for Costs We Incur on Your Behalf	Varies according to item	When 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 payments that you failed to timely make. If we do this, you must reimburse us promptly.

Type of Fee See Note 1	Amount	Due Date	Remarks
Carrier Appointment Fee	Actual cost. Varies by carrier.	When incurred	Some carriers impose appointment fees. If you elect to be appointed by a Designated Carrier that charges an appointment fee, we will pay it on your behalf, and you must reimburse us. Carrier Appointment Fees may also apply upon renewal. Fee frequency and amount vary by carrier.
Uncollected Client Premiums & Fee	$100 per policy in addition to premium owed	When incurred	Payable when a customer does not pay the carrier for premiums owed and the carrier holds us responsible for any 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	Actual fee charged to us by our banking institution.	When 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

Type of Fee See Note 1	Amount	Due Date	Remarks
			received by one of your customers incurs a NSF Fee, we will pass that amount along to you as well.
Agency Relocation Fee	$750	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	The fees are: 1. $3,500 for sale of entire (or partial) book to an existing We Insure franchisee plus cost of vendor coding to effectuate the move of book. 2. Our 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 in Franchisee, or if there is a change in ownership among existing owners of the Franchisee, the fee is $500 per modification, addition or removal.	At time of transfer	See Note 11. See Section 14 of the Franchise Agreement. Subject to applicable law. Franchisor must approve all sales or transfers prior to the execution of an agreement. Franchisee must provide 60- day advance written notice and obtain our approval prior to entering into an agreement or selling the equity or assets of the Agency.

Type of Fee See Note 1	Amount	Due Date	Remarks
Change in Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC")	$1,000 plus any applicable carrier appointment fees	When incurred	Payable only upon change of the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC"). Deducted from your commissions. See Note 14.
Carrier/Policy audit fee	$25 per policy audited	When incurred	Deducted from your commissions. See Note 15.
Manual Processing Fee	$5 per policy	When incurred	Deducted from your commissions. See Note 17.
Consultation Fees	Reimbursement of Franchisor's travel-related expenses if travel to your agency is required.	When incurred.	Deducted from your commissions. Only applies if Franchisee requests, and Franchisor agrees to provide consultation in connection with the operation of the Agency.
Errors and Omissions Tail Policy	Reimbursement of Franchisor's Actual Cost to Procure.	Upon transfer, termination or expiration.	Upon transfer, termination or expiration of the Franchise Agreement, Franchisor will procure this policy on your behalf and you will be required to reimburse us.

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 6, 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 modify the payment timing or to waive or reduce some or all of these fees for a particular franchisee. As noted above, the Monthly Technology Fee and the Agency Management System Activation

Fee are subject to change based upon changes in the fees charged to us by our various third party providers. Any increase or decrease in such fees passed along to you will be determined in accordance with your pro rata share of the same. Franchisor will post the updated 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 our Designated 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 of the sales commissions we receive from the insurance carriers whose policies and products the franchisee's agency will sell, renew and service, 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 sales 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.

"New Business" means the first term of an Insurance Product sold in connection with the operation of the Agency. "Renewal Business" means all subsequent renewal terms of an Insurance Product sold in connection with the operation of the Agency, including any Insurance Products rewritten to another Designated Carrier for existing clients on the same risk profile.

Franchisor's Retained Commission (i.e. Royalty) is subject to certain minimum monthly amounts as noted below.

Commission Structure			
New Business		**Renewal Business**	
Franchisee Commission *(i.e. portion of the sales commission from new policies paid by insurance carriers that franchisee earns)*	**Franchisor's Retained Commission** *(i.e. Franchisor's Royalty, the portion of the sales commission from new policies paid by insurance carriers that the franchisor is entitled to)*	**Franchisee Commission** *(i.e. portion of the sales commission from renewal policies paid by insurance carriers that franchisee earns)*	**Franchisor's Retained Commission** *(i.e. Franchisor's Royalty, the portion of the sales commission from renewal policies paid by insurance carriers that the franchisor is entitled to)*

75%	25%	55%	45%

Minimum Monthly Retained Commission	
Months Following Opening[1]	**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.

[1]For purposes of determining which month in the schedule applies, "Opening" shall mean the earlier of (a) the sixth month following the effective date of your franchise agreement; or (b) the day Your Agency sells its first policy.

We will pay the Franchisee Commission pursuant to the chart above by the tenth (10th) 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 (10th) 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 Designated 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 Fee 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 franchise 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*, and telephone system connectivity. Monthly Technology Fees are based on a per user cost.
If your Agency will be operated in the state of Florida, there is an insurance rater specifically for quoting property insurance in that state. The monthly base fee for this insurance rater is based on the number of users, the type of rater package, and the level of supplemental data.

4. The Agency Management System Activation Fee is a one-time fee for each user and includes the cost of licenses, data hosting, and technology support which shall include antivirus protection, business hours support, monitoring, and redundancy support.

5. The actual costs for your motor vehicle and C.L.U.E reports shall be calculated by agency 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 insurance & 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 $226/month initially for E&O insurance and $8/month for Cyber insurance and then will be adjusted by Franchisor on an annual basis in February in accordance with Franchisor's policies. On an annual basis, Franchisor will allocate the E&O insurance & Cyber insurance premiums procured by Franchisor on behalf of the total network (including both franchised and corporate or affiliate owned agencies) among each agency in accordance with the size of each book of business. Accordingly, 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. New Submissions program is a front-end policy processing, data entry, document retrieval and underwriting assistance program that you are required to participate in. If you fail to comply with the requirements of the New Submissions program for any policy by 11:59pm on the date the policy is bound, a New Submissions program Penalty Fee of $75 per violation will be assessed. If you continue to fail to comply with the requirements of the New Submissions 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 the New Submissions program Penalty Fee from your Franchisee Commission. Failure to turn in to us the required underwriting documents within ten (10) business days or within the Designated Carrier's requirements is a material violation of the Franchise Agreement and may result in termination of your Franchise 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), Worker'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), Worker'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, or any other state that you are required to be licensed in, 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 an 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 Designated 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 transferor/seller when you sell your Agency or the economic interests within your book of business to another We Insure franchisee, or if there is 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 provide notice to us at least 60 days prior to entering into a Purchase and Sale Agreement with a prospective transferee; our prior consent must be obtained before executing a Purchase and Sale Agreement for the sale or transfer of any ownership interest in your Agency. 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 we approve your relocation request, you must pay us our Agency Relocation Fee.

14. If Franchisee proposes to install a new Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC"), Franchisee must first obtain Franchisor's approval. Franchisor has the right, in its sole discretion, to require any proposed replacement Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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. Upon Franchisor's approval of your new Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC"), you must pay us the change 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 Designated 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 is $5 per policy.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (Note 1, 16)	Method of Payment (Note 2)	When Due	To Whom Payment is to be Made
Initial Franchise Fee (Note 2)	$40,000 - $50,000	Lump sum	Upon signing Franchise Agreement.	Us
Agency Management System Activation Fee (Note 3)	$671.25-$1,342.50	Lump Sum	Before opening date	Us
E&O/Cyber Insurance (Note 4)	$226 E&O Insurance $8 Cyber Insurance	Lump sum	Upon signing Franchise Agreement.	Us
Real Estate/Rent (Note 5)	$500-$2,000	By arrangement	As incurred unless amortized over the term of the lease	Landlord and various vendors
Leasehold Improvements (Note 6)	$0-$15,000	By arrangement	As incurred	Contractors and suppliers, subject to lessor or lease agreement
Furniture, Fixtures and Equipment (Note 7)	$1,000 - $5,000	By arrangement	Before opening date	Various vendors.
Utility Deposits (Note 8)	$200 - $500	By arrangement	Before opening date	Utility companies
Exterior Signage (Note 9)	$300 - $3,000	By arrangement	Before opening date	Third-party vendors.
Insurance (Note 10)	$300 - $2,000	By arrangement	Before opening date	Designated suppliers

Type of Expenditure	Amount (Note 1, 16)	Method of Payment (Note 2)	When Due	To Whom Payment is to be Made
Designated Carrier Appointment Fees (Note 11)	$0- $600	Lump sum	Before opening date	Us
Branding Package (Note 9)	$815	Lump Sum	Upon signing Franchise Agreement	Us
Licenses and Permits (Note 12)	$500 - $2,000	By arrangement	As incurred	Government agencies and other third parties
Legal and Accounting	$500 - $3,000	By arrangement	Before opening date	Your attorney, accountant and other business advisors
Additional Funds for Initial Period (3 Months) (Note 13)	$15,000 - $52,500	By arrangement	As necessary	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (Notes 1 & 14)	$59,916.25 to $137,887.50			

Notes:

1. **Note for All Franchisees**: 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 some or all of the Initial Franchise Fee.

2. The Initial Franchise Fee is $40,000 (if paid in lump sum) or $50,000 (if financed by

us). See Items 5 and 10 for the manner in which the Initial Franchise Fee is paid. 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 Initial Franchise Fee. You must complete the required Initial 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 $75/person.

3. Prior to opening your Agency, and prior to us setting you up on our Agency Management System, you must pay us a one-time Activation Fee for each user in your Agency. The Activation Fee is $671.25 per person, and we anticipate that you will want to "activate" one to two users, so this fee will range between $671.25 and $1,342.50.

4. Prior to opening, You must pay us $226 to procure E&O insurance and $8 to procure 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 the initial period (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 may 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.

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 Meta Business Suite (Facebook and Instagram). 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 Designated Carriers' products you wish to sell at your Agency and you must obtain "appointments" by those carriers. You must inform us which appointments you choose and we will attempt to procure these appointments on your behalf. In some cases, carriers will charge us an "appointment fee" which we will pay on your behalf and you must reimburse us for. Carrier 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(s) requires to sell Insurance Products. The estimate includes the cost of any Carrier Appointment Fees and state continuing education costs associated with maintaining your insurance licenses. The estimate also includes fees for operating licenses and permits.

13. 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 after opening) 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. The low end of this estimate assumes that you will be an active owner-operator of the Agency and the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") and that you will not employ any other individuals to work at the Agency at the time you commence operations; the high end of this estimate assumes you will employ a Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") and other individuals to work at the Agency at the time you commence operations.

14. 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.

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 (including but not limited to all signage, business cards, letterhead and badges) used in connection with establishing and operating the Agency. You must use our vendor 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 third party, unaffiliated supplier. In the last Fiscal Year (2025), 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), Worker'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 $226 per month and any deductibles for claims related to your Agency or the amount allocated to your Agency based on your premiums. These costs are recalculated in February of each calendar year as explained in Item 6.

For the insurance coverages we provide (E&O and Cyber), the premiums we charge you may change 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.

PREMIUM FINANCING

We may implement a premium finance program to be administered by a premium finance company. If we do so, this shall be the exclusive supplier for these services. This program will facilitate the financing of insurance premiums for your customers among other options. Franchisor and/or its affiliates reserve the right to derive revenue from purchases made by your customers.

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 D	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 D	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 D	Items 7 and 8
o. Advertising	Sections 5, 6, 10, and 12	Items 6, 8 and 11
p. Indemnification	Sections 7, 20 and 22; Purchase and Sale Agreement Exhibit D	Item 6

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
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 D	Items 5, 7, 8, and 11

ITEM 10
FINANCING

Initial Franchise Fee Financing

As described in Item 5, we may offer, in our sole discretion but without any obligation, the option to finance some of the Initial Franchise Fee. If you elect to pay a portion of your Initial Franchise Fee over time, you may pay $10,000 with the execution of the Franchise Agreement and the amount of the promissory note will be $40,000 paid in 48 equal monthly installments beginning in the 13th month after opening your We Insure® Agency pursuant to the form of promissory note attached as Exhibit C to this Franchise Disclosure Document. For purposes of the commencement of payment under this promissory note, "opening" shall be deemed as the first day of the month following your completion of Initial Training.

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
$40,000	60 Months	0%	Monthly	None	Personal guaranty

The form of the Note and Guaranty is attached as Exhibit C 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: (i) 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 ten (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 we may arrange financing indirectly for Agency operational purposes. We do not currently sell, assign or discount to any third-party any financing offered by us or our affiliates; although, we reserve the right to do so in the future.

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

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

PRE-OPENING ASSISTANCE

Before you open your Agency, we will:

1. Approve or disapprove proposed locations for your Agency. (Franchise Agreement, Sec. 5(d)). 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(d)). We will give or withhold approval within 10 days after we receive notice of the proposed site. (Franchise Agreement, Sec. 5(d)). 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 of signing your franchise agreement (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 shared workspaces as a location for your franchise business.

3. Review and approve standard design plans, layouts, drawings, and specifications for construction, build- out improvements and remodeling of your Agency. (Franchise Agreement, Sec. 5(d)). 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. You pay for all construction and improvement costs.

4. 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(a)).

5. Our Confidential Operating Manual can be found on our intranet site for which you will have access to after your completion of Initial Training. (Franchise Agreement, Sec. 5(b)). The Manual is described in detail below in this Item 11.

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

7. 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(c)).

8. 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.

9. 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)).

10. 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.

11. 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 2 and 4 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, 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, as we deem appropriate, 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(a)).

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(c)).

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, prior to Opening but after completion of Initial Training. (Franchise Agreement, Sec. 8)

8. Provide you access to all components of the System, prior to Opening but after completion of Initial Training. (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(e).

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(c).

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.

14. Administer (including the payment of any referral fees to franchisees) any franchise referral program that we may implement from time to time and in our sole discretion.

15. Implement, in our sole discretion, optional incentive programs to reward franchisees for their performance. If implemented, franchisees must qualify for such incentive programs. Franchisor reserves the right to discontinue or modify any incentive program at any time.

To the extent permitted by applicable law, we may, but are not required to, provide assistance to you in establishing prices for the Insurance Products that you will sell at your Agency. Such assistance may include providing specific prices, price ranges, or establishing the minimum or maximum price for a particular Insurance Product. Pricing guidance may also be provided to you by our Designated Carriers. You must comply with any pricing guidance provided to you by us, our affiliates or our Designated Carriers.

NEW SUBMISSIONS

We will provide you access to the New Submissions software, designed exclusively for our franchisees. Participation in the New Submissions program is mandatory. The purpose of the New Submissions 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. You are required to add all prospect information into Franchisor's Agency Management System and to upload all supporting New Submissions (trailing) documents, to the system by 11:59pm on the date the policy is bound. 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 submitting to us all documentation required under the New Submissions program, including without limitation the policy, by 11:59pm on the date the policy is bound. Failure to comply with the submission deadline causes us unnecessary work and administrative costs and will result in us assessing a Penalty Fee for Noncompliance with New Submissions Process of $75 per violation. We will deduct the New Submissions program Penalty Fee from your Franchisee Commission. If you fail to comply with the requirements of the New Submissions program during the 30-day period subsequent to quoting, writing, and binding a policy, we will retain the entire commission on the policy. 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 New Submissions program. You are required to inform customers and to address any problems with the documentation submitted and request any additional documentation that may be needed; 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(b)).

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(b)). 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 obtain an accounting of the Brand Fund, you may contact Franchisor at accounting@weinsuregroup.com or 855-483-3901.

During the fiscal year ending December 31, 2025, the Brand Fund spent contributions to it as follows:

Item	Percentage Spent
Advertisements	2.03%
External Marketing Services	6.82%
Marketing Software	91.15%
TOTAL	**100.00%**

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. Currently, there are no advertising councils.

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(a)).

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 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, our Designated Carriers, and while transacting We Insure business. We do not require you to purchase internet service from any particular supplier.

You must upgrade your computer hardware and/or software to then current models and versions at least once every five (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. 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 is 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 8:00 a.m. - 8:00 p.m. ET 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 E 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 on our secure intranet site 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 approximately 115 pages.

TRAINING PROGRAM

Initial Training

You (or, your majority owner if you are an entity) and the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") must complete Franchisor's standard Initial Training program ("Initial Training") to our satisfaction. The Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") and you (or whoever is the majority owner) must attend and complete the Initial Training. Initial Training for up to 2 people is included without charging any additional costs. Upon request, we will provide the Initial Training program to additional employees from your Agency at your cost for $75 per person; you will also be responsible for any travel or wage-related expenses. If the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") or you (or your majority owner if you are an entity) 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 (and your majority owner if you are an entity) and the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") are unable to complete Initial Training to our satisfaction (including the online sessions), 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.

Ensuring the completion of Initial Training by the DRLP or AIC is the responsibility of the Agency owner. The Initial Training program will include a combination of virtual on-demand, self-paced insurance courses and live instructor-led webinars. 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.

Initial Training will be completed via virtual on-demand, self-paced online learning modules and short-form videos, combined with live instructor-led webinars. Agency operations may not commence prior to the satisfactory completion of Initial Training.

Initial Training, as well as any other training we may provide from time to time, will be overseen by Jay Wolfberg, President, and administered by our highly skilled and experienced team leaders who have extensive insurance industry experience, extensive training and sales backgrounds, and have designed, developed and delivered best in class training programs for We Insure and other captive and independent insurance carriers.

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 Virtual Classroom and/or In-Person Instruction	Hours of On-the-Job Training
Introduction to We Insure®	0.5	0
Presentation and Acknowledgement of Operations Manual	1.0	0
Agency Management System	26.0	0
Other Systems	8.0	0
Agency 101	1.0	0
Quoting and Sales Workshop (Personal Lines and Commercial Lines)	Up to 27.0	0
Professional Development	Up to 20.0	0
Carriers	10.0	0
Sales	15.0	0
Marketing	2.0	0
Ethics	2.0	0
Errors & Omissions	3.5	0
TOTAL TIME	Up to 116.0 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) or your Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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 a refund. If you are required to participate in any such remedial training, you will be required to pay us the additional training fee of $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 the sole obligation of you and your Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") to satisfy any continuing education or licensing requirements.

Remedial Training

During the term of your agreement, we may require you, (or your majority owner if you are an entity) and/or any of your managers and employees, 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 Designated Carrier privileges if you fail to do so. The Remedial Training Fee is $150 per day per employee. Franchisees are responsible for expenditures for travel, lodging, meals, and miscellaneous travel expenses to attend any in-person training.

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.

Franchisee Referral Program

During the term of your agreement, we may, from time to time and in our sole discretion, implement a franchisee referral program through which current franchise owners can earn a referral bonus for referring qualified individuals who are interested in purchasing, and do purchase, a We Insure® franchise from us. In the event that we implement such a program, we will administer that program in accordance with the terms of the program. We reserve all rights to modify or discontinue any such program in our sole discretion. There is no guarantee that we will offer a Franchisee Referral Program during any or all of the term of your 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 Agency 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.

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 at a location that is 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 do not receive options, rights of first refusal, or similar rights to acquire additional franchises. But you are welcome to apply for additional franchises.

Minimum Production Standards

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

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 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.

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 are not required to compensate you if we engage in such 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 and our affiliates reserve the right, in our sole discretion, to use the Marks and the System, to handle the entire sales and service process for any customer accounts that are referred to us by you or any other franchisee prior to, or following, the opening of your Agency. 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 other property and casualty products 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. Franchisor has unilateral discretion regarding the approval of the d/b/a in a manner consistent with its marketing initiatives and brand development.

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**	**Registration No.**	**Registration Date; Renewal Date**
Former logo.	Words, letters, and/or numbers in stylized form	4807725	09/08/15; renewed 11/10/20
Former logo.	Design plus words, letters, and/or numbers	4807719	09/08/15; renewed 11/10/20
Former logo.	Design plus words, letters and/or numbers	4799481	08/25/15; renewed 10/9/20
WE INSURE	Word mark	4982376	06/21/16

Mark	Type of Mark	Registration No.	Registration Date; Renewal Date
WE INSURE	Word mark	4982370	06/21/16
TEAM We Former logo.	Design plus words, letters and/or numbers	6191450	11/3/2020
TEAM We Former logo.	Design plus words, letters and/or numbers	6202083	11/17/2020
We Insure Current logo.	Design plus words, letters and/or numbers	7757343	4/15/2025
We Current logo.	Design plus words, letters and/or numbers	7757342	4/15/2025

All required affidavits for our registered marks 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 falls 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 Franchise 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-site 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 that 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 Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”)”. You must keep us informed at all times of the identity of the Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”), and we may require you to replace a Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”) whose performance is unsatisfactory. All Designated Responsible Licensed Producer (“DRLP”)s or Agent-In-Charge (“AIC”)s must be approved by us prior to appointing this individual. You are not restricted as to whom you may hire as a

Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”), except that your Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”) 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 Responsible Licensed Producer (“DRLP”)s or Agent-In-Charge (“AIC”)s. Failure to provide on-site supervision of the Agency is a material breach of this Agreement.

Any additions or modifications to your corporation ownership, members, equity interests, or agency operations, such as the assigned Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”), must first be submitted to the Legal and Compliance Team via the Agent Support Portal on the We Insure network for approval. If there are any additions or modifications to your corporation ownership, members, or equity interests, 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 hold more than 51% equity interests may request changes to the agency information. Otherwise, a corporate resolution designating a managing partner may be filed with We Insure to authorize one partner to make all decisions regarding the operation of the agency.

Neither the Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”) that you choose to provide direct, on-site 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 Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”) and licensed agents must sign a nondisclosure and noncompetition agreement in the form we require. If you are an entity, all your owners must also sign a nondisclosure and noncompetition agreement.

We may, in our sole discretion, require that you, all owners of your Agency, the Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”), Producers, and any such others that we designate, execute, in the forms we prescribe, a mutual non-disclosure agreement and a non-competition agreement. In addition, we will require all owners of your Agency to execute a Guarantee, Indemnification, and Acknowledgment under which they will agree to pay or perform on all obligations under the Franchise Agreement.

In addition, and in connection with your evaluation of the franchise offered under this Franchise Disclosure Document, not your future operation of an Agency pursuant to a Franchise Agreement, we will require your reviewing parties to execute a Mutual Non-Disclosure Agreement, under which the parties will agree to maintain the confidentiality of any confidential information you receive in connection with your review and evaluation. Under that agreement, we also will agree to maintain the confidentiality of the confidential information that we may receive from you during your evaluation of the franchise offered under this Franchise Disclosure Document.

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 and related premium financing offered by Designated Carriers and approved suppliers through us. You are not allowed to sell any Insurance Products or related premium financing products that we have not approved. 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 and approved suppliers at any time, although we will give you notice of any such changes. If we remove a Designated Carrier or approved supplier 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 or account. 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
a. Length of the franchise term	3	The term is 5 years.
b. Renewal or extension of the term	3	If you are in good standing, 90 days prior to the expiration of your original Franchise Agreement, you may request in writing 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 90 days written 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	Termination by franchisee as applicable by state law. In addition, during the term of the

Provision	Section in Franchise Agreement	Summary
		Agreement, any franchisee may terminate upon 90 days' written notice to Franchisor, however, no refund shall be due to Franchisee for any such termination of this nature.
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.
i. Franchisee's obligations on termination/non-renewal	13, 17	Upon termination or expiration, you must (i) cease operating the Agency 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 -	14	Includes transfer of Franchise Agreement, assets, or ownership

Provision	Section in Franchise Agreement	Summary
defined		interests.
l. Franchisor approval of transfer by you	14	We must approve all transfers at least 30 days prior to signing a Purchase and Sale Agreement 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, release signed by you, and then current form of Franchise 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.

Provision	Section in Franchise Agreement	Summary
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.
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.

Provision	Section in Franchise Agreement	Summary
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, Broward County, Florida), or in the United States District Court for the Southern District of Florida (Fort Lauderdale 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.

This is a historic financial performance representation. The representation only relates to the subset of Outlets identified below and does not relate to the performance of all of the System's existing Outlets.

As further explained in the tables and notes below, we are providing three separate historic performance representations relating to franchised We Insure® Agencies.

TABLE 1:
NEW BUSINESS PRODUCER PERFORMANCE

As of December 31, 2025, there were 130 franchised We Insure® Agencies open and in operation. Of those 130 Agencies, 129 were open for the entire 2025 calendar year, employed at least one full-time Producer and were not in material default under their Franchise Agreement at any point during 2025 (the "Producer Agencies").

As of December 31, 2025, there were 312 Producers employed by the Producer Agencies. Of those 312 Producers, 164 sold more than 50 new policies during the 2025 calendar year ("Included Producers"). There were 148 Producers who sold less than 50 policies during 2025 and therefore have been excluded from this Table 1 due to their limited involvement in new business production.

For the purposes of this Table 1, a "Producer" means an individual who sells property and casualty insurance within a We Insure Agency Location, including agency owners.

NEW BUSINESS PRODUCER PERFORMANCE For the period beginning on January 1, 2025 and ending on December 31, 2025		
	New Business Annualized Premiums per Producer	**New Business Policies Sold per Producer**
Average	629,041	217
95th Percentile	1,781,586	586
90th Percentile	1,210,683	379
75th Percentile	716,433	261
Median	450,541	158
25th Percentile	286,302	102
10th Percentile	208,731	70
5th Percentile	164,250	63

Notes to Table 1:

1. "New Business Annualized Premium" means the amount of premium a customer pays for a new policy over one year. For policies issued on a six-month term, the per-term premium is doubled to arrive at the annualized figure.
2. Table 1 reflects only new business production. It does not reflect renewal business on existing policy renewals in the agency's book of business. For Established Agencies, such as those represented in Table 2, renewal commissions represent a material and growing portion of total premium written.

TABLE 2:

GROSS COMMISSION REVENUE OF ESTABLISHED WE INSURE AGENCIES

As of December 31, 2025, there were 130 franchised We Insure® Agencies open and in operation. Of those 130 Agencies, 68 had been open and operating for more than five (5) full years as of December 31, 2025 (the "Established Agencies).

GROSS COMMISSION REVENUE OF ESTABLISHED AGENCIES For the period beginning on January 1, 2025 and ending on December 31, 2025	
	Gross Commission Revenue
Average	462,275
90th Percentile	790,345
75th Percentile	585,927
Median	362,544
25th Percentile	187,202
10th Percentile	131,057

Notes to Table 2:

1. "Gross Commission Revenue" means the total commissions paid by insurance carriers for property and casualty insurance policies written and renewed through a We Insure Agency, net of cancellation and policy changes, for the measurement period. Gross Commission Revenue is stated before deduction of Franchisor's Retained Commissions (i.e., royalties) as described in Item 6.
2. Established Agencies represent the mature end of the We Insure franchise system. Their performance reflects the compounding benefit of renewal commissions accumulated over more than five years of operation and should not be taken as representative of the performance of newer agencies.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

All information reported in this Item 19 is derived from all or a combination of the following sources: the We Insure Agency Management System, carrier statements, and commission and policy records maintained in the ordinary course of business. Data has not been independently audited. We believe the data has been compiled accurately and in a manner consistent with generally accepted accounting principles, but we do not guarantee its accuracy. Written substantiation is available upon reasonable request.

The financial performance representations do not reflect operating expenses, which will materially reduce the amount a franchisee retains. Costs include, without limitation: (a) Franchisor's Retained Commissions (royalties), which represent the portion of Gross Commission Revenue retained by us under your specific franchise agreement; (b) Brand Fund contributions; (c) Agency Management System and technology fees; (d) E&O and Cyber insurance premiums; (e) office rent and occupancy costs; (f) staff compensation and benefits; (g) local advertising and marketing expenditures; (h) licensing and continuing education costs; and (i) applicable income and other taxes. You should independently investigate all costs you will incur. You should conduct an independent investigation of the costs and expenses you will incur in operating your We Insure® Agency. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Director of Franchise Operations of We Insure, LLC at 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323, (855) 483-3901 and the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
System-wide Outlet Summary For years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	224	195	-29
	2024	195	156	-39
	2025	156	130	-26
Company Owned	2023	1	1	0
	2024	1	1	0
	2025	1	2	+1
Total Outlets	2023	225	196	-29
	2024	196	157	-39
	2025	157	132	-25

Table 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)

For Years 2023 to 2025

State	Year	Number of Transfers
Florida	2023	7
	2024	4
	2025	5
New York	2023	1
	2024	0
	2025	0
Pennsylvania	2023	0
	2024	0
	2025	1
Total	**2023**	**8**
	2024	**4**
	2025	**6**

Table 3

Status of Franchise Outlets For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	*Ceased Operation – Other Reasons	Outlets at End of Year
Alabama	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arizona	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	1	0	0
Arkansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	1	0	0
Colorado	2023	2	0	0	0	1	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Connecticut	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	1	0	1
	2023	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	*Ceased Operation – Other Reasons	Outlets at End of Year
Delaware	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	1	0	0
Florida	2023	148	1	0	0	11	8	130
	2024	130	1	0	0	11	2	118
	2025	118	1	0	0	11	0	108
Georgia	2023	8	2	0	0	0	0	10
	2024	10	0	0	0	3	0	7
	2025	7	0	0	0	3	0	4
Iowa	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Illinois	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Indiana	2023	2	0	0	0	1	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kansas	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	2	0	0
Kentucky	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	1	0	1
Louisiana	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Maryland	2023	2	0	0	0	1	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Michigan	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Mississippi	2023	2	0	0	0	1	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Nebraska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nevada	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	1	0	1
	2025	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	*Ceased Operation – Other Reasons	Outlets at End of Year
New Jersey	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	3	0	0
	2025	0	0	0	0	0	0	0
New York	2023	3	0	0	0	0	0	2
	2024	2	0	0	0	1	0	1
	2025	1	0	0	0	1	0	0
North Carolina	2023	1	0	0	0	0	0	4
	2024	4	0	0	0	1	0	4
	2025	4	0	0	0	2	0	2
Ohio	2023	2	2	0	0	2	0	2
	2024	2	0	0	0	1	0	1
	2025	1	0	0	0	1	0	0
Oklahoma	2023	0	0	0	0	0	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Oregon	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	1	0	0
Pennsylvania	2023	7	0	0	0	2	0	5
	2024	5	0	0	0	1	0	4
	2025	4	0	0	0	0	0	3
South Carolina	2023	4	1	0	0	2	0	3
	2024	3	0	0	0	1	0	2
	2025	2	0	0	0	1	0	1
Tennessee	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Texas	2023	12	1	0	0	4	0	9
	2024	9	0	0	0	6	0	3
	2025	3	0	0	0	0	0	3
Virginia	2023	5	0	0	0	4	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Wisconsin	2023	2	0	0	0	1	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Totals	**2023**	**224**	**8**	**0**	**0**	**29**	**8**	**195**
	2024	**195**	**1**	**0**	**0**	**38**	**2**	**156**
	2025	**156**	**1**	**0**	**0**	**27**	**0**	**130**

- *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 2023 to 2025

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	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Texas	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
Total	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	1	0	0	0	2

Table 5

Projected Openings as of December 31, 2025

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
Florida	1	6	0
Georgia	1	4	0
Massachusetts	1	0	0
North Carolina	0	3	0
South Carolina	0	3	0

Pennsylvania	1	0	0
Texas	2	4	0
TOTAL	6	20	0

Lists of our current and former franchisees are attached as Exhibit F. 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.

ITEM 21
FINANCIAL STATEMENTS

Exhibit A contains:

Audited financial statements for We Insure, LLC for the fiscal year ending December 31, 2023, and December 31, 2024, and December 31, 2025.

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 Agreement
Exhibit C: Form of Promissory Note and Guaranty
Exhibit D: Purchase and Sale Agreement
Exhibit I: General Release Language
Exhibit J: Pre-Closing Questionnaire

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, 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323, Telephone: (855) 483-3901.

EXHIBIT A

FINANCIAL STATEMENTS

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

CONSOLIDATED FINANCIAL STATEMENTS (WITH INDEPENDENT AUDITOR'S REPORT THEREON)

DECEMBER 31, 2025

WE INSURE, LLC

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

TABLE OF CONTENTS

Independent Auditor's Report

Managing Member
We Insure, LLC

Opinion

We have audited the consolidated financial statements of We Insure, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, the related consolidated statements of operations, changes in member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits 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 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 audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the 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 within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the 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 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 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 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 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.

RSM US LLP

Chicago, Illinois
April 23, 2026

We Insure, LLC
Consolidated Balance Sheets
December 31, 2025 and 2024

ASSETS

	As of 12/31/25	As of 12/31/24*
CURRENT ASSETS		
Cash	$ 3,170,615	$ 2,344,525
Accounts Receivable, Net	6,525,340	5,549,458
Prepaid Expenses	327,998	286,583
Franchise Fees Notes Receivable, current portion	46,339	44,538
Deferred Sales Commissions, current portion	62,019	238,036
Other Current Assets	388,654	800,424
TOTAL CURRENT ASSETS	10,520,965	9,263,564
PROPERTY AND EQUIPMENT, NET	263,002	94,906
INTANGIBLE ASSETS, NET	12,399,883	15,022,024
GOODWILL	37,012,007	37,012,007
OTHER ASSETS	546,133	558,921
TOTAL ASSETS	$ 60,741,990	$ 61,951,422

LIABILITIES AND MEMBER'S EQUITY

	As of 12/31/25	As of 12/31/24*
CURRENT LIABILITIES		
Related Party Loan - current portion	$ 725,000	$ -
Accounts Payable	991,247	1,074,512
Related Party Payable	840,070	14,769
Commissions Payable	4,847,824	3,616,332
Deferred Franchise Fees - current portion	184,250	440,895
Accrued Compensation	458,317	236,208
Accrued Liabilities	1,799,350	1,229,662
Other Liabilities	580,112	362,935
TOTAL CURRENT LIABILITIES	10,426,170	6,975,313
LONG-TERM LIABILITIES		
Related Party Loan - net of current portion	675,000	-
Deferred Franchise Fees - net of current portion	213,875	294,009
TOTAL LIABILITIES	11,315,045	7,269,322
MEMBER'S EQUITY		
Additional Paid-in Capital	70,685,623	72,085,623
Retained Deficit	(21,258,678)	(17,403,523)
TOTAL MEMBER'S EQUITY	49,426,945	54,682,100
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 60,741,990	$ 61,951,422

*2024 amounts have been recast due to the acquisition of 1st Street Agency. Refer to Note 2 for further information.

See notes to consolidated financial statements.

We Insure, LLC
Consolidated Statements of Operations
December 31, 2025 and 2024

	Year Ended 12/31/2025	Year Ended 12/31/2024*
REVENUES		
Franchise Commissions	$ 42,045,583	$ 39,074,723
Brokerage Commissions	3,699,335	3,442,256
Contingent Commissions	1,783,527	2,338,001
Franchise Fees	2,130,133	2,097,858
Franchise Sales	555,854	1,468,922
Marketing Fund Fees	480,321	696,870
Other Revenues	894,609	51,313
TOTAL REVENUES	51,589,362	49,169,943
COST OF SALES		
Franchise Commissions	29,468,154	27,472,372
GROSS PROFIT	22,121,208	21,697,571
OPERATING EXPENSES		
Allocated Services	2,717,074	2,432,060
Compensation and Benefits	14,501,989	12,183,339
Technology and Telecommunication	2,707,136	2,172,826
External Consulting and Professional Fees	850,353	544,888
Occupancy and Equipment	29,571	83,844
Other Expenses	2,772,892	1,741,024
Depreciation and Amortization	2,746,804	2,622,844
TOTAL OPERATING EXPENSES	26,325,819	21,780,825
LOSS FROM OPERATIONS	(4,204,611)	(83,254)
OTHER REVENUES & EXPENSES		
Interest Income, net	117,577	169,770
Other Gain	231,879	-
NET (LOSS) INCOME	$ (3,855,155)	$ 86,516

*2024 amounts have been recast due to the acquisition of 1st Street Agency. Refer to Note 2 for further information.

See notes to consolidated financial statements.

We Insure, LLC
Consolidated Statements of Changes in Member's Equity
December 31, 2025 and 2024

	Additional Paid-In Capital	Retained Deficit	Total Member's Equity
Balance, December 31, 2023*	**$ 72,085,623**	**$ (17,490,039)**	**$ 54,595,584**
Net income*	-	86,516	86,516
Balance, December 31, 2024*	**$ 72,085,623**	**$ (17,403,523)**	**$ 54,682,100**
1st Street Agency Equity Transfer	(1,400,000)	-	(1,400,000)
Net loss	-	(3,855,155)	(3,855,155)
Balance, December 31, 2025	**$ 70,685,623**	**$ (21,258,678)**	**$ 49,426,945**

*2024 amounts have been recast due to the acquisition of 1st Street Agency. Refer to Note 2 for further information.

See notes to consolidated financial statements.

We Insure, LLC

Consolidated Statements of Cash Flows

December 31, 2025 and 2024

Cash Flows from Operating Activities:	**Year Ended 12/31/2025**	**Year Ended 12/31/2024***
Net (Loss) Income	$ (3,855,155)	$ 86,516
Adjustments to Reconcile Net (Loss) Income to Net Cash from Operating Activities:		
Depreciation and Amortization	2,746,804	2,622,844
Provision for Expected Credit Losses	-	16,159
Changes in Operating Assets and Liabilities:		
Accounts Receivable, Net	(975,882)	(1,983,778)
Prepaid Expenses	(41,415)	(683,191)
Deferred Sales Commissions	278,035	(49,652)
Other Current Assets	411,770	691,381
Accounts Payable	(83,265)	1,001,214
Related Party Payable	825,301	14,768
Commissions Payable	1,231,492	(1,769,068)
Deferred Franchise Fees	(506,779)	356,496
Accrued Compensation	217,177	(144,808)
Accrued Liabilities	569,688	(33,779)
Other Liabilities	222,109	(96,355)
Net Cash Provided by Operating Activities	1,039,880	28,747
Cash Flows from Investing Activities:		
Issuance of Franchise Fee Notes	-	(25,000)
Receipts Related to Repayment on Franchise Fee Notes	78,969	65,151
Purchases of Property and Equipment, net	(292,759)	-
Net Cash (Used In) / Provided By Investing Activities	(213,790)	40,151
Cash Flows from Financing Activities:		
Net Cash Provided By Financing Activities	-	-
Net Increase in Cash	826,090	68,898
Cash - Beginning of year	2,344,525	2,275,627
Cash - End of year	$ 3,170,615	$ 2,344,525
Significant Noncash Transactions:		
Acquisition of 1st Street Agency via Related Party Loan	1,400,000	-
Issuance of Franchise Notes for Deferred Franchise Fees	170,000	-

*2024 amounts have been recast due to the acquisition of 1st Street Agency. Refer to Note 2 for further information.

See notes to consolidated financial statements.

Note 1 – Nature of Business

We Insure, LLC and its wholly-owned subsidiaries We Insure Life & Health, LLC and 1st Street Agency, LLC (1st Street) (collectively, the Company) are wholly-owned subsidiaries of PEAK6 InsurTech Holdings, LLC (the Parent). 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 - Acquisition of 1st Street

On March 17, 2025, the Company acquired 1st Street Agency from the Parent through seller financing. 1st Street Agency is an insurance agency specializing in brokering personal and commercial coverage. This transaction was accounted for under the accounting guidance for transactions under common control which requires that financial statements reflect the transferred business for all prior periods as if the transfer occurred as of the beginning of the first period presented. As such, the consolidated financial statements for all prior periods presented has been recast to reflect the transfer of 1st Street Agency.

No new goodwill or other intangible assets were recognized in connection with this transaction. The excess of the consideration transferred over the carrying value of the net assets received was recognized as an adjustment to additional paid-in capital.

The following table summarizes the impact of the recast on the Company's previously reported consolidated financial statements for the year ended December 31, 2024:

	As Previously Reported	Recast Adjustments	As Recast
Total Revenues	$ 48,331,986	$ 837,957	$ 49,169,943
Cost of Sales	27,439,007	33,365	27,472,372
Gross Profit	20,892,979	804,592	21,697,571
Net (Loss) Income	(203,167)	289,683	86,516
Total Assets	61,152,852	798,570	61,951,422
Total Liabilities	7,200,490	68,832	7,269,322
Total Member's Equity	53,952,362	729,738	54,682,100

Note 3 – Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The summary of significant accounting policies of the consolidated financial statements of the Company 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 (U.S. 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.

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 units. The Parent owns 100% of the issued and outstanding common units.

Cash

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, 2025 and 2024, the Company's cash balances in banks totaled $3,170,615 and $2,344,525, respectively. 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.

Restricted Cash

In its role as an insurance intermediary, the Company collects and remits amounts between its franchises, policyholders and insurance carriers in a fiduciary capacity. Because these amounts are collected on behalf of third parties, the Company does not have any rights in connection with these amounts with the exception of segregating such amounts from its operating accounts.

The following is a reconciliation of the cash and restricted cash within the consolidated statements of cash flows as of December 31, 2025 and 2024:

	2025	2024
Cash	$ 910,668	$ 1,871,786
Restricted Cash	2,259,947	472,739
Total Cash	**$ 3,170,615**	**$ 2,344,525**

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. 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. Significant accounting policies are those that are the most important portrayal of our financial condition, results of operations and cash flows, and that require our subjective judgment as a result of the need to make estimates about the effect of matters that are inherently uncertain. In applying such policies, management uses amounts that are based upon their informed judgments and best estimates. Estimates, by their nature, are based upon judgments and available information. The estimates that management makes are based upon historical factors, current circumstances and the experience and judgment of management. Management evaluates their assumptions and estimates on an ongoing basis. Actual results may differ materially from these estimates under different assumptions or conditions.

Accounts Receivable

The carrying amount of accounts receivable is comprised of insurance commissions receivable, contingent commissions, and franchise sales notes receivable.

Insurance Commission Receivable

The Company records insurance commission receivable prior to recognizing an allowance for expected credit losses, due to the timing in which the Company receives unearned commission chargebacks, the Company has created a cancellation reserve that reflects any loss anticipated related to the insurance commission receivable balances. The Company has agreements in place with each insurance carrier that has appointed it to sell its products. Commissionable premium is typically total written premium less taxes and fees. The percentage varies and is based on insurance carrier, type of product, new or renewing term, and geographic location. Policies are annual or bi-annual and cancellable with a prorated refund with all work performed prior to, or right after, policy issuance, rather than over the term of the policy. The Company has no obligation in the servicing or payment of claims. The Company's primary purpose and value to the insurance companies is to sell and bind insurance policies. The carrier will remit payments to the Company based on their contracts and there is a typical 30 to 90 days from product issuance to receipt of owed funds. The provision for expected credit losses was not material to the financial statements as of December 31, 2025 and 2024.

Contingent Commission Receivable

The Company records contingent commission receivable net of an allowance for expected credit losses to reflect any loss anticipated related to the contingent commission receivable balances. The contingent commission balance consists of several insurance carriers where the Company has met their bonus requirements. The Company calculates the allowance based on our history of write-offs for all contingent commission accounts. Contingent commission bonuses are earned with carriers that the Company has had a history of doing business with and, as such, it is a negligible risk for the Company to be impacted by a credit loss on any contingent commission receivable. The provision for expected credit losses was not material to the financial statements as of December 31, 2025 and 2024.

Franchise Notes Receivable

The Company records franchise notes receivable net of an allowance for expected credit losses to reflect any loss anticipated related to the franchise fee notes receivable balances. The franchisee notes receivable balance consists of numerous small-balance, homogeneous accounts related to franchise initial franchise fees as well as notes related to a franchisee's purchase of the economic interest in a book of a business. The Company calculates the allowance based on our history of write-offs for all franchise accounts. Franchisee note payments are withheld from any payables due to the franchisee by the Company. In the event of default, the franchisee note is guaranteed by both the Franchisee entity and by the person, themselves, signing the Guaranty of Promissory Note. As a result of the payment arrangements, it is a negligible risk for the Company to be impacted by a credit loss on any loan receivable. Franchisee notes receivable and the related allowance is charged off to bad debts if the franchisee owing the balance terminates. The provision for expected credit losses was not material to the financial statements as of December 31, 2025 and 2024.

Prepaid Expenses

Prepaid expenses represent amounts paid for services that will be consumed in a future period. The Company uses a threshold of $1,000 per month or a service period covering twelve months or more to determine what costs will be recorded as prepaid expenses.

Property and Equipment, Net

Property 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.

The Company capitalizes significant costs incurred in the development of software for internal use, specifically the costs paid to third party contractors. Costs not qualifying for capitalization are charged to expense as incurred. Capitalized software is amortized over the estimated useful life of the software, using the straight-line method.

Intangible Assets, Net

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 Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 350, *Intangibles - Goodwill and Other*. Customer relationships and VOBA are amortized over their estimated useful lives of 20 years and 5 years, respectively. An impairment analysis was performed as of year-end and concluded that no impairment is necessary for the years ended December 31, 2025 and 2024, respectively.

Intangible assets consist of the following:

	December 31, 2025		
	Gross Carrying Value	**Accumulated Amortization**	**Net Carrying Value**
Intangibles assets subject to amortization			
Customer Relationships	$ 17,890,000	$ 7,388,784	$ 10,501,216
Value of Business Acquired	1,612,000	1,343,333	268,667
Intangibles assets not subject to amortization			
Trade Name	1,630,000	-	1,630,000
Total	**$ 21,132,000**	**$ 8,732,117**	**$ 12,399,883**

	December 31, 2024		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Intangibles assets subject to amortization			
Customer Relationships	$ 17,890,000	$ 5,089,043	$ 12,800,957
Value of Business Acquired	1,612,000	1,020,933	591,067
Intangibles assets not subject to amortization			
Trade Name	1,630,000	-	1,630,000
Total	**$ 21,132,000**	**$ 6,109,976**	**$ 15,022,024**

Amortization expense for intangible assets for the years ended December 31, 2025 and 2024 was $2,622,141 and $2,335,755, respectively.

The aggregate future amortization expense of limited lived intangible assets is as follows:

Year Ending	Amount
2026	2,754,289
2027	2,107,376
2028	1,502,181
2029	1,156,355
2030	868,887
Thereafter	2,380,795
Total	**$ 10,769,883**

The trade name will be used for the indefinite future; therefore, management has chosen not to amortize it.

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 and whenever events or changes in circumstances indicate that the carrying value of the reporting unit may not be recoverable, in accordance with the provision of FASB ASC 350. An impairment analysis was performed on Goodwill as of December 31 and concluded that no impairment is necessary for the years ended December 31, 2025 and 2024, respectively.

Employee Benefit Plan

The Company sponsors a profit-sharing plan under Section 401(k) (the 401(k) Plan) of the Internal Revenue Code covering all eligible employees of the Company. The Company may elect to match employees' contributions and make further discretionary contributions to the 401(k) Plan, subject to certain limitations as set forth in the 401(k) Plan agreement. There were total employer contributions of $164,924 and $153,835 recorded in compensation and benefits expenses on the consolidated statements of operations for the years ended December 31, 2025 and 2024, respectively.

Accounts Payable

Accounts payable consist of various short-term liabilities which were consumed yet unpaid as of year-end.

Accrued Liabilities

Accrued liabilities consist of various short-term obligations for goods and services not yet invoiced at year end. Amounts may be known or estimated.

Commissions Payable

Commissions payable consist of commissions payable to franchisees that have been accrued, but not paid as of year-end.

Accrued Compensation

Accrued compensation consists of amounts owed to employees for services provided in the year, but not paid as of year-end. Examples include 401(k) match, paid time off, and direct labor.

Income Taxes

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 five main revenue streams, including franchise commission income, brokerage commission income, contingent income, franchise sales, and fees – agent owners. The accounting policies for revenue recognition reflect the application of the FASB ASC 606, *Revenue from Contracts with Customers*.

Franchise Commission Income: Franchise commission income is based on a percentage of the gross premiums received by insurance carriers and is recognized on the effective date of the associated policy. The Company's customers for this type of revenue are the insurance customers. The Company's franchisees earn commissions, which are paid as a percentage of the policy premiums placed by the Company's franchisees, by performing its obligation to identify, place, and make effective insurance coverage on behalf of its customer, the insured.

The Company remits commissions earned by each franchisee according to their franchise agreement after subtracting fees and costs due to the Company and a percentage of commissions earned based on franchisee type and options selected within the underlying franchise agreement. The Company reports commission income from carriers gross of franchisee commission expense because the Company is the principal in the franchise agreement with each franchisee.

Brokerage Commission Income: Brokerage commission income is based on a percentage of the gross premiums received by insurance carriers and is recognized at a point in time when the underlying policy is bound and issued, which occurs on the later of the underlying policy effective date or the request to bind date.

Cancellation Constraint: The underlying insurance policy and related premium associated with franchise commission income and brokerage commission income are subject to cancellation and; therefore, are considered variable consideration at the contract effective date and are recognized net of a constraint for estimated policy cancellations. The Company has performed an analysis of its cancellation trends to establish a reserve for policies that will cancel with a prorated refund.

Contingent Income: The Company may also be eligible for certain contingent commissions from carriers based on the attainment of specified metrics (i.e., volume and loss ratio measurements related to the Company's placements). The Company's performance obligation is satisfied over time, and revenue is recognized over time using the output method as the Company places eligible or profitable policies. Because of the limited visibility into the satisfaction of performance indicators outlined in the contracts, the Company constrains the recognition of related revenues until the time that the carrier provides explicit confirmation of amounts owed to the Company to avoid a significant reversal of revenue in a future period. Contingent consideration is generally received in the first quarter of the subsequent year and is non-refundable.

Fees – Franchisees**:** Various fees assessed to Franchisees 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.

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 is 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 contract 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.

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

The Company defers certain costs to obtain customer contracts primarily as they relate to compensation plans for selling new franchise agreements. These incremental costs are deferred and amortized over a 5-year period, which is consistent with the terms of the contract. The balance of costs to obtain are recorded as deferred sales commissions in the consolidated balance sheets.

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

The Company provides for financing of a portion of the initial franchise fee. Notes related to the initial franchise fee allow for financing with rates ranging from 0% to 15.7% with a term ranging from less than one year to five years. The notes related to a franchisee's purchase of the economic interest in a book of a business has rates between 0% to 10.75% with a term ranging from one year to ten years.

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 Franchise Expense over the life of the associated franchise agreement, generally over five years. If a franchise is closed, the unamortized deferred sales commission is recognized in full upon termination.

Fees - Marketing Fund**:** Marketing Fund revenue is comprised of monthly franchisee payments to support the establishment and administration of the Company's Marketing Fund (a/k/a Brand Fund or Fund). The Fund is utilized for the promotion of the Company and its franchisees. Revenue is recognized monthly as participation in the Fund is based on the monthly franchisee contribution of 3% of monthly commissions earned by each franchisee. This fee is non-refundable. At the Company's discretion, marketing fund fees were suspended during certain months in 2025.

Risks and Uncertainties

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.

Reclassifications

To conform to the current period presentation, certain amounts in the prior year consolidated financial statements and notes have been reclassified to conform to the current year presentation. Such reclassifications were of an immaterial amount and had no effect on net loss or members' equity.

Note 4 – Contracts with Customers

As a result of its contracts with customers, the company has certain contract liabilities and associated costs to obtain franchise contracts. Costs to obtain franchise contracts are associated with deferred franchise sales commissions and contract liabilities are associated with deferred franchise sales fees. The beginning and ending balances of those accounts as of January 1 and December 31 are as follows:

	12/31/2025	**12/31/2024**	**1/1/2024**
Costs to Obtain Franchise Contracts	$ 74,433	$ 352,467	$ 1,043,848
Contract Liabilities	398,125	734,904	2,503,973

The following table disaggregates revenue by recognition timing for the year ended December 31:

	Year Ended December 31	
	2025	**2024**
Transferred at a point in time	$ 45,744,918	$ 42,516,979
Transferred over time	5,844,444	6,652,964
Total Revenues	$ 51,589,362	$ 49,169,943

Note 5 – Accounts Receivable

Accounts receivable consist of the following at December 31:

	2025	2024
Insurance Commission Receivable	$ 4,727,921	$ 3,193,571
Contingent Commission Receivable	1,638,338	2,114,956
Franchise Fees Receivables	155,888	237,462
Franchise Receivables	3,193	3,469
Total Accounts Receivable, net	**$ 6,525,340**	**$ 5,549,458**

Note 6 – Franchise Fee Notes Receivable

The following is a schedule of maturities of franchise fee notes receivable at December 31, 2025:

Year Ending	Amount
2026	$ 54,672
2027	89,176
2028	89,531
2029	91,245
2030	88,971
Thereafter	166,463
Total	**$ 580,058**

Note 7 – Deferred Sales Commissions

The Company capitalizes commissions paid to obtain new franchise contracts. The costs are amortized over the initial five-year term of the underlying franchise agreement. Deferred sales commissions totaled $74,433 and $352,467 at December 31, 2025, and 2024, respectively.

Amounts to be amortized as of December 31:

Year Ending	Amount
2026	$ 62,019
2027	12,033
2028	381
Total	$ 74,433

Note 8 – Property and Equipment

Property and Equipment consist of the following at December 31:

	2025	2024	Depreciable Life - Years
Software	$ 841,453	$ 841,453	3
Hardware	230,654	-	3
Assets Not Yet In Service	62,105	-	-
Total Cost	1,134,212	841,453	
Total Accumulated Depreciation & Amortization	(871,210)	(746,547)	
Net Property and Equipment	**$ 263,002**	**$ 94,906**	

Depreciation and amortization expense related to property and equipment was $124,663 and $287,089 and were included as a component of Depreciation and amortization in the Consolidated Statements of Operations for the years ended December 31, 2025 and 2024, respectively.

Note 9 –Deferred Franchise Fees

Deferred Franchise Fees are franchise agreement initial franchise fees being recognized as revenue over a period of time, generally the five-year life of the franchise agreement. Franchise sales revenue is recognized in the reporting period that was included in the contract liability balance at the beginning of the period.

	2025	2024
Deferred Franchise Fees January 1	$ 734,904	$ 2,503,973
New Franchises Fee Sales	240,000	50,000
Franchise Fees Recognized	(555,854)	(1,468,922)
Deferred Franchise Fees Reclassified and Recognized as Franchise Commission	-	(234,773)
Deferred Franchise Fees Reclassified as Accrued Liabilities	-	(115,374)
Other Franchise Fee Activity	(20,925)	-
Deferred Franchise Fees December 31	$ 398,125	$ 734,904

The following table reflects the estimated deferred franchise fees (contract liability) to be recognized as franchise sales revenue in the subsequent years related to performance obligations that are unsatisfied at the end of the period:

Year Ending	Amount
2026	$ 184,250
2027	73,958
2028	48,750
2029	48,000
2030	43,167
Total	**$ 398,125**

Note 10 – Related Party Transactions

Allocated Services

As of December 31, 2025, and 2024, the Company had accounts payable to the Parent and other affiliates totaling $743,431 and $14,769, respectively. Certain direct and indirect costs incurred by related parties are allocated to the Company on a consistent basis each month based on the terms of an administrative services and expense sharing agreement (Agreement) between the Company, Parent, and other affiliates.

The total amount of direct and indirect costs allocated to the Company during the years ended December 31, 2025 and 2024, based on the terms of the Agreement, are as follows:

		2025		2024
Technology and Telecommunication	$	65,614	$	140,593
Occupancy and Equipment		13,149		31,248
External Consulting and Professional Fees		59,317		6,000
Other Expenses		46,157		360,075
Compensation and Benefits		12,503,404		9,805,349
Total Allocated Direct Costs	**$**	**12,687,641**	**$**	**10,343,265**

		2,025		2,024
Allocated Indirect Costs	$	2,717,074	$	2,419,344
Total Allocated Indirect Costs	**$**	**2,717,074**	**$**	**2,419,344**

Related Party Debt Financing

On March 17, 2025, the Company entered into a credit agreement (the "Credit Agreement") with the Parent. Under the Credit Agreement, the Parent may make loans to the Company in one or more advances for up to an aggregate principal amount of $1,400,000. The full commitment of $1,400,000 was advanced on the effective date of the agreement. Proceeds were used for the acquisition of 1st Street Agency.

Advances under the Credit Agreement bear interest at a rate of 8.75% per annum, computed on the basis of a 365-day year for actual days elapsed. Upon the occurrence and during the continuation of an event of default, all outstanding amounts bear interest at a default rate of 15.0% per annum. Accrued interest is payable in arrears at maturity.

The Credit Agreement provides for scheduled annual principal payments through December 31, 2029, at which point the facility matures. The facility also matures upon a change in control of the Company, including any merger, sale, transfer of shares, or other transaction. The Parent may demand repayment of all outstanding amounts at any time and for any reason.

The facility is unsecured. The Company may prepay outstanding advances at any time, in whole or in part, together with accrued interest on the amount prepaid.

As of December 31, 2025, the outstanding principal balance under the Credit Agreement was $1,400,000, and accrued interest payable was $96,639. Interest expense recognized under the Credit Agreement for the year ended 2025 was $96,639.

The following table reflects the principal maturity of the Credit Agreement:

Year	Principal Due
2026	$ 725,000
2027	280,000
2028	225,000
2029	170,000
Total	$ 1,400,000

Note 11 – 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 12 – Subsequent Events

Management has evaluated subsequent events through April 23, 2026, the date that the consolidated 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 consolidated financial statements, with the exception of the following:

On March 24, 2026, the Company entered into a revolving credit agreement (the "Credit Agreement") with the Parent. The Credit Agreement states the Parent may make loans to the Company for up to $1,000,000 in principal, at an annual interest rate of 7.0%. The maturity date of any advances under the Credit Agreement is March 24, 2027, and the Parent may, at any time and for any reason, demand repayment of all principal, interest, and fees. On March 27, 2026, the Company requested and received a cash advance of $837,742 under the terms of the Credit Agreement.

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

CONSOLIDATED FINANCIAL STATEMENTS (WITH INDEPENDENT AUDITOR'S REPORT THEREON)

DECEMER 31, 2024

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

TABLE OF CONTENTS

Independent Auditor's Report

Managing Member
We Insure, LLC

Opinion
We have audited the consolidated financial statements of We Insure, LLC and its subsidiary (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, the related consolidated statements of income, changes in member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audits 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 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 audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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

In preparing the 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 within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the 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 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 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 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 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.

RSM US LLP

Chicago, Illinois
April 28, 2025

We Insure, LLC
Consolidated Balance Sheets
December 31, 2024 and 2023

ASSETS

	As of 12/31/24	As of 12/31/23
CURRENT ASSETS		
Cash	$ 2,344,525	$ 1,877,140
Accounts Receivable, Net	5,485,084	3,499,672
Prepaid Expenses	286,473	336,136
Franchise Fees Notes Receivable, current portion	44,538	89,675
Deferred Sales Commissions, current portion	238,036	498,395
Other Current Assets	66,339	16,801
TOTAL CURRENT ASSETS	8,464,995	6,317,819
PROPERTY AND EQUIPMENT, NET	94,906	381,996
INTANGIBLE ASSETS, NET	15,022,024	17,357,779
GOODWILL	37,012,006	37,012,006
OTHER ASSETS	558,921	984,956
TOTAL ASSETS	$ 61,152,852	$ 62,054,556

LIABILITIES AND MEMBER'S EQUITY

	As of 12/31/24	As of 12/31/23
CURRENT LIABILITIES		
Accounts Payable	$ 1,073,530	$ 198,884
Related Party Payable	9,885	-
Commissions Payable	3,616,332	3,761,140
Deferred Franchise Fees - current portion	440,895	1,346,184
Accrued Compensation	228,264	319,181
Accrued Liabilities	1,210,337	1,115,849
Other Liabilities	327,238	-
TOTAL CURRENT LIABILITIES	6,906,481	6,741,238
LONG-TERM LIABILITIES		
Deferred Franchise Fees - net of current portion	294,009	1,157,789
TOTAL LIABILITIES	7,200,490	7,899,027
MEMBER'S EQUITY		
Additional Paid-in Capital	72,085,623	72,085,623
Retained Deficit	(18,133,261)	(17,930,094)
TOTAL MEMBER'S EQUITY	53,952,362	54,155,529
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 61,152,852	$ 62,054,556

We Insure, LLC
Consolidated Statements of Operations
December 31, 2024 and 2023

	Year Ended 12/31/2024	Year Ended 12/31/2023
REVENUES		
Franchise Commissions	$ 39,074,723	$ 35,936,619
Brokerage Commsisions	2,604,299	1,937,525
Contingent Commissons	2,338,001	324,581
Franchise Fees	2,097,858	1,923,749
Franchise Sales	1,468,922	881,233
Marketing Fund Fees	696,870	726,347
Other Revenues	51,313	31,464
TOTAL REVENUES	48,331,986	41,761,518
COST OF SALES		
Franchise Commissions	27,439,007	25,130,968
NET REVENUE	20,892,979	16,630,550
OPERATING EXPENSES		
Allocated Services	2,316,195	4,073,457
Compensation and Benefits	11,808,910	10,479,756
Technology and Telecommunication	2,147,696	2,195,222
External Consulting and Professional Fees	544,889	1,459,816
Occupancy and Equipment	80,816	406,303
Other Expenses	1,737,600	1,506,397
Depreciation and Amortization	2,622,844	5,450,677
TOTAL OPERATING EXPENSES	21,258,950	25,571,628
LOSS FROM OPERATIONS	(365,971)	(8,941,077)
OTHER REVENUES & EXPENSES		
Interest Income (Expense), net	162,804	(234,674)
NET LOSS	$ (203,167)	$ (9,175,751)

We Insure, LLC
Consolidated Statements of Changes in Member's Equity
December 31, 2024 and 2023

	Additional Paid-In Capital	Retained Deficit	Total Member's Equity
Balance, December 31, 2022	**$ 57,500,000**	**$ (8,754,343)**	**$ 48,745,657**
Capital Contribution	14,585,623	-	14,585,623
Net loss	-	(9,175,751)	(9,175,751)
Balance, December 31, 2023	**$ 72,085,623**	**$ (17,930,094)**	**$ 54,155,529**
Net loss	-	(203,167)	(203,167)
Balance, December 31, 2024	**$ 72,085,623**	**$ (18,133,261)**	**$ 53,952,362**

We Insure, LLC
Consolidated Statements of Cash Flows
December 31, 2024 and 2023

Cash Flows from Operating Activities:	**Year Ended 12/31/2024**	**Year Ended 12/31/2023**
Net Loss	$ (203,167)	$ (9,175,751)
Adjustments to Reconcile Net Loss to Net Cash from Operating Activities:		
Depreciation and Amortization	2,622,844	5,450,677
Provision for Expected Credit Losses	16,159	223,920
Noncash Net Change in Right of Use Asset and Lease Liability	-	(84,737)
Changes in Operating Assets and Liabilities:		
Accounts Receivable, Net	(2,001,570)	(860,062)
Prepaid Expenses	49,663	(45,046)
Other Current Assets	(49,542)	5,936
Deferred Sales Commissions	691,381	376,727
Accounts Payable	1,011,955	13,004
Related Party Payable	9,885	5,957,397
Deferred Franchise Fees	(1,769,068)	(457,363)
Other Liabilities	327,238	-
Commissions Payable	(144,808)	2,051,994
Accrued Liabilities	(42,819)	(1,262,553)
Accrued Compensation	(90,917)	(78,327)
Net Cash Provided by Operating Activities	427,234	2,115,816
Cash Flows from Investing Activities:		
Issuance of Franchise Fee Notes	(25,000)	(499,280)
Receipts Related to Repayment on Franchise Fee Notes	65,151	68,050
Net Cash Provided by/(Used In) Investing Activities	40,151	(431,230)
Cash Flows from Financing Activities:		
Repayment on Line of Credit	-	(1,002,785)
Net Cash (Used In) Financing Activities	-	(1,002,785)
Net Increase in Cash	467,385	681,801
Cash - Beginning of year	1,877,140	1,195,339
Cash - End of year	$ 2,344,525	$ 1,877,140
Significant Noncash Transactions:		
Capital Contribution through Settlement of Related Party Payable	-	14,585,623

Note 1 – Nature of Business

We Insure, LLC and its wholly owned subsidiary We Insure Life & Health, LLC (collectively, the Company) are wholly-owned subsidiaries of PEAK6 InsurTech Holdings, LLC (the Parent). We Insure Life & Health, LLC changed its name from We Insure Julington Creek, LLC in 2023. 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 the Company 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 (U.S. 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.

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 units. The Parent owns 100% of the issued and outstanding common units.

Cash

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, 2024 and 2023, the Company's cash balances in banks totaled $2,344,525 and $1,877,140, respectively. 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

In its role as an insurance intermediary, the Company collects and remits amounts between its franchises, policyholders and insurance carriers in a fiduciary capacity. Because these amounts are collected on behalf of third parties, the Company does not have any rights in connection with these amounts with the exception of segregating such amounts from its operating accounts.

The following is a reconciliation of the cash and restricted cash within the consolidated statements of cash flows as of December 31, 2024 and 2023:

	2024	**2023**
Cash	$ 1,871,785	$ 1,027,253
Resticted Cash	472,740	849,887
Total Cash	**$ 2,344,525**	**$ 1,877,140**

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. 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. Significant accounting policies are those that are the most important portrayal of our financial condition, results of operations and cash flows, and that require our subjective judgment as a result of the need to make estimates about the effect of matters that are inherently uncertain. In applying such policies, management uses amounts that are based upon their informed judgments and best estimates. Estimates, by their nature, are based upon judgments and available information. The estimates that management makes are based upon historical factors, current circumstances and the experience and judgment of management. Management evaluates their assumptions and estimates on an ongoing basis. Actual results may differ materially from these estimates under different assumptions or conditions.

Note 2 – Significant Accounting Policies (Continued)

Accounts Receivable

The carrying amount of accounts receivable is comprised of insurance commissions receivable, contingent commissions, and franchise sales notes receivable.

The Company records insurance commission receivable prior to recognizing an allowance for expected credit losses, due to the timing in which the Company receives unearned commission chargebacks, the Company has created a cancellation reserve that reflects any loss anticipated related to the insurance commission receivable balances. The Company has agreements in place with each insurance carrier that has appointed it to sell its products. Commissionable premium is typically total written premium less taxes and fees. The percentage varies and is based on insurance carrier, type of product, new or renewing term, and geographic location. Policies are annual or bi-annual and cancellable with a prorated refund with all work performed prior to, or right after, policy issuance, rather than over the term of the policy. The Company has no obligation in the servicing or payment of claims. The Company's primary purpose and value to the insurance companies is to sell and bind insurance policies. The carrier will remit payments to the Company based on their contracts and there is a typical 30 to 90 days from product issuance to receipt of owed funds. The provision for expected credit losses was $0 as of December 31, 2024 and 2023.

The Company records contingent commission receivable net of an allowance for expected credit losses to reflect any loss anticipated related to the contingent commission receivable balances. The contingent commission balance consists of several insurance carriers where the Company has met their bonus requirements. The Company calculates the allowance based on our history of write-offs for all contingent commission accounts. Contingent commission bonuses are earned with carriers that the Company has had a history of doing business with and, as such, it is a negligible risk for the Company to be impacted by a credit loss on any contingent commission receivable. The provision for expected credit losses was $0 as of December 31, 2024 and 2023.

The Company records franchise notes receivable net of an allowance for expected credit losses to reflect any loss anticipated related to the franchise fee notes receivable balances. The franchisee notes receivable balance consists of numerous small-balance, homogeneous accounts related to franchise initial franchise fees as well as notes related to a franchisee's purchase of the economic interest in a book of a business. The Company calculates the allowance based on our history of write-offs for all franchise accounts. Franchisee note payments are withheld from any payables due to the franchisee by the Company. In the event of default, the franchisee note is guaranteed by both the Franchisee entity and by the person, themselves, signing the Guaranty of Promissory Note. As a result of the payment arrangements, it is a negligible risk for the Company to be impacted by a credit loss on any loan receivable. Franchisee notes receivable and the related allowance is charged off to bad debts if the franchisee owing the balance terminates. The provision for expected credit losses was $0 as of December 31, 2024 and 2023.

Prepaid Expenses

Prepaid expenses represent amounts paid for services that will be consumed in a future period. The Company uses a threshold of $1,000 per month or a service period covering twelve months or more to determine what costs will be recorded as prepaid expenses.

Note 2 – Significant Accounting Policies (Continued)

Property and Equipment, Net

Property 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.

The Company capitalizes significant costs incurred in the development of software for internal use, specifically the costs paid to third party contractors. Costs not qualifying for capitalization are charged to expense as incurred. Capitalized software is amortized over the estimated useful life of the software, using the straight-line method.

Intangible Assets, Net

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 Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 350, *Intangibles - Goodwill and Other*. Customer relationships and VOBA are amortized over their estimated useful lives of 20 years and 5 years, respectively. An impairment analysis was performed as of year-end and concluded that no impairment is necessary for the years ended December 31, 2024 and 2023, respectively.

Intangible assets consist of the following:

	December 31, 2024		
	Gross Carrying Value	**Accumulated Amortization**	**Net Carrying Value**
Intangibles assets subject to amortization			
Customer Relationships	$ 17,890,000	$ 5,089,043	$ 12,800,957
Value of Business Acquired	1,612,000	1,020,933	591,067
Intangibles assets not subject to amortization			
Trade Name	1,630,000	-	1,630,000
Total	**$ 21,132,000**	**$ 6,109,976**	**$ 15,022,024**

	December 31, 2023		
	Gross Carrying Value	**Accumulated Amortization**	**Net Carrying Value**
Intangibles assets subject to amortization			
Customer Relationships	$ 17,890,000	$ 3,075,688	$ 14,814,312
Value of Business Acquired	1,612,000	698,533	913,467
Intangibles assets not subject to amortization			
Trade Name	1,630,000	-	1,630,000
Total	**$ 21,132,000**	**$ 3,774,221**	**$ 17,357,779**

Amortization expense for intangible assets for the years ended December 31, 2024 and 2023 were $2,335,755 and $1,976,960, respectively.

Note 2 – Significant Accounting Policies (Continued)

The aggregate future amortization expense of limited lived intangible assets is as follows:

Year Ending	Amount
2025	2,622,141
2026	2,754,289
2027	2,107,376
2028	1,502,181
2029	1,156,355
Thereafter	3,249,682
Total	**$ 13,392,024**

The trade name will be used for the indefinite future; therefore, management has chosen not to amortize it.

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 and whenever events or changes in circumstances indicate that the carrying value of the reporting unit may not be recoverable, in accordance with the provision of FASB ASC 350. An impairment analysis was performed on Goodwill as of December 31 and concluded that no impairment is necessary for the years ended December 31, 2024 and 2023, respectively.

Employee Benefit Plan

The Company sponsors a profit-sharing plan under Section 401(k) (the 401(k) Plan) of the Internal Revenue Code covering all eligible employees of the Company. The Company may elect to match employees' contributions and make further discretionary contributions to the 401(k) Plan, subject to certain limitations as set forth in the 401(k) Plan agreement. There were total employer contributions of $148,779 and $101,732 recorded in compensation and benefits expenses on the consolidated statements of operations for the years ended December 31, 2024 and 2023, respectively.

Accounts Payable

Accounts payable consist of various short-term liabilities which were consumed yet unpaid as of year-end.

Accrued Liabilities

Accrued liabilities consist of various short-term obligations for goods and services not yet invoiced at year end. Amounts may be known or estimated.

Commissions Payable

Commissions payable consist of commissions payable to franchisees that have been accrued, but not paid as of year-end.

Note 2 – Significant Accounting Policies (Continued)

Accrued Compensation

Accrued compensation consists of amounts owed to employees for services provided in the year, but not paid as of year-end. Examples include 401(k) match, paid time off, and direct labor.

Income Taxes

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 five main revenue streams, including franchise commission income, brokerage commission income, contingent income, franchise sales, and fees – agent owners. The accounting policies for revenue recognition reflect the application of the FASB Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (Topic 606).

Franchise Commission Income: Franchise commission income is based on a percentage of the gross premiums received by insurance carriers and is recognized on the effective date of the associated policy. The Company's customers for this type of revenue are its franchisees. The Company's franchisees earn commissions, which are paid as a percentage of the policy premiums placed by the Company's franchisees, by performing its obligation to identify, place, and make effective insurance coverage on behalf of its customer, the insured.

The Company remits commissions earned by each franchisee according to their franchise agreement after subtracting fees and costs due to the Company and a percentage of commissions earned based on franchisee type and options selected within the underlying franchise agreement. The Company reports commission income from carriers gross of franchisee commission expense because the Company is the principal in the franchise agreement with each franchisee.

Brokerage Commission Income: Brokerage commission income is based on a percentage of the gross premiums received by insurance carriers and is recognized at a point in time when the underlying policy is bound and issued, which occurs on the later of the underlying policy effective date or the request to bind date.

Cancellation Constraint: The underlying insurance policy and related premium associated with franchise commission income and brokerage commission income are subject to cancellation and; therefore, are considered variable consideration at the contract effective date and are recognized net of a constraint for estimated policy cancellations. The Company has performed an analysis of its cancellation trends to establish a reserve for policies that will cancel with a prorated refund.

Contingent Income: The Company may also be eligible for certain contingent commissions from carriers based on the attainment of specified metrics (i.e., volume and loss ratio measurements related to the Company's placements). The Company's performance obligation is satisfied over time, and revenue is recognized over time using the output method as the Company places eligible or profitable policies. Because of the limited visibility into the satisfaction of performance indicators outlined in the contracts, the Company constrains the recognition of related revenues until the time that the carrier provides explicit confirmation of amounts owed to the Company to avoid a significant reversal of revenue in a future period. Contingent consideration is generally received in the first quarter of the subsequent year and is non-refundable.

Note 2 – Significant Accounting Policies (Continued)

Fees – Franchisees: Various fees assessed to Franchisees 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.

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 is 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 contract 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.

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

The Company defers certain costs to obtain customer contracts primarily as they relate to compensation plans for selling new franchise agreements. These incremental costs are deferred and amortized over a 5-year period, which is consistent with the terms of the contract. The balance of costs to obtain are recorded as deferred sales commissions in the consolidated balance sheets.

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

The Company provides for financing of a portion of the initial franchise fee. Notes related to the initial franchise fee allow for financing with rates ranging from 0% to 15.7% with a term ranging from less than one year to five years. The notes related to a franchisee's purchase of the economic interest in a book of a business has rates between 0% to 10.75% with a term ranging from one year to ten years.

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 Franchise Expense over the life of the associated franchise agreement, generally over five years. If a franchise is closed, the unamortized deferred sales commission is recognized in full upon termination.

Fees - Marketing Fund: Marketing Fund revenue is comprised of monthly franchisee payments to support the establishment and administration of the Company's Marketing Fund (a/k/a Brand Fund or Fund). The Fund is utilized for the promotion of the Company and its franchisees. Revenue is recognized monthly as participation in the Fund is based on the monthly franchisee contribution of 3% of monthly commissions earned by each franchisee. This fee is non-refundable.

Note 2 – Significant Accounting Policies (Continued)

Risks and Uncertainties

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.

Reclassifications

To conform to the current period presentation, certain amounts in the prior year consolidated financial statements and notes have been reclassified to conform to the current year presentation. Such reclassifications were of an immaterial amount and had no effect on net loss or members' equity.

Note 3 – Contracts with Customers

As a result of its contracts with customers, the company has certain contract liabilities and associated costs to obtain franchise contracts. Costs to obtain franchise contracts are associated with deferred franchise sales commissions and contract liabilities are associated with deferred franchise sales fees. The beginning and ending balances of those accounts as of January 1 and December 31 are as follows:

	12/31/2024	12/31/2023	1/1/2023
Costs to Obtain Franchise Contracts	$ 352,467	$ 1,043,848	$ 1,420,574
Contract Liabilities	734,904	2,503,973	2,961,336

Note 4 – Accounts Receivable

Accounts receivable consist of the following at December 31:

	2024	2023
Insurance Commission Receivable	$ 3,129,197	$ 3,220,444
Contingent Commission Receivable	2,114,956	28,134
Franchise Fees Receivables	237,462	-
Franchise Receivables	3,469	251,094
Total Accounts Receivable, net	**$ 5,485,084**	**$ 3,499,672**

Note 5 – Franchise Fee Notes Receivable

The following is a schedule of maturities of franchise fee notes receivable at December 31, 2024:

Year Ending	Amount
2025	44,538
2026	85,598
2027	50,616
2028	48,327
2029	45,615
Thereafter	214,333
Total	**$ 489,027**

Note 6 – Deferred Sales Commissions

The Company capitalizes commissions paid to obtain new franchise contracts. The costs are amortized over the initial five-year term of the underlying franchise agreement. Deferred sales commissions totaled $352,468 and $1,043,848 at December 31, 2024, and 2023, respectively.

Amounts to be amortized as of December 31, 2024:

Year Ending	Amount
2024	238,036
2025	90,188
2026	21,452
2027	2,157
2028	635
Total	**$ 352,468**

Note 7 – Property and Equipment

Property and Equipment consist of the following at December 31:

	2024	2023	Depreciable Life - Years
Software	$ 841,453	$ 4,226,713	3
Leasehold Improvements	-	42,025	2
Furniture, Fixtures & Equipment	-	86,226	5 -6
Total Cost	841,453	4,354,964	
Total Accumulated Depreciation & Amortization	(746,547)	(3,972,968)	
Net Property and Equipment	**$ 94,906**	**$ 381,996**	

Depreciation and amortization expense related to property and equipment was $287,089 and $3,422,102 and were included as a component of Depreciation and amortization in the Consolidated Statements of Operations for the years ended December 31, 2024 and 2023, respectively. Included in the 2023 depreciation and amortization expense is a change in useful life of software, as a result of accelerated depreciation, which was recorded at $3,082,869 for the year ended December 31, 2023 due to discontinuation of the software's use.

Note 8 –Deferred Franchise Fees

Deferred Franchise Fees are franchise agreement initial franchise fees being recognized as revenue over a period of time, generally the five-year life of the franchise agreement. Franchise sales revenue is recognized in the reporting period that was included in the contract liability balance at the beginning of the period.

Deferred Franchise Fees 1/1/2024	$ 2,503,973
Franchise Fees Recognized in 2024	1,468,922
Deferred Franchise Fees Reclassified and Recognized as Franchise Commission in 2024	234,773
Deferred Franchise Fees Reclassified as Accrued Liabilities in 2024	115,374
New Franchises Fee Sales	(50,000)
Deferred Franchise Fees 12/31/2024	$ 734,904

The following table reflects the estimated deferred franchise fees (contract liability) to be recognized as franchise sales revenue in the subsequent years related to performance obligations that are unsatisfied at the end of the period:

Year Ending	Amount
2025	440,895
2026	217,312
2027	60,781
2028	11,750
2029	4,166
Total	**$ 734,904**

Note 9 – Related Party Transactions

Allocated Services

As of December 31, 2024, and 2023, the Company had accounts payable to the Parent and PEAK6 Insurtech Holdings, LLC, an affiliate through common ownership, (collectively, Insurtech) totaling $9,885 and $0, respectively. Certain direct and indirect costs incurred by Insurtech are allocated to the Company on a consistent basis each month based on the terms of an administrative services and expense sharing agreement (Agreement) between the Company, Parent, and other affiliates.

The total amount of direct and indirect costs allocated to the Company during the years ended December 31, 2024 and 2023, based on the terms of the Agreement, are as follows:

	2024	2023
Technology and Telecommunication	$ 138,630	$ 525,959
Occupancy and Equipment	31,248	22,145
External Consulting and Professional Fees	6,000	1,145,678
Other Expenses	359,294	319,100
Compensation and Benefits	9,776,112	1,454,872
Total Allocated Direct Costs	**$ 10,311,284**	**$ 3,467,754**
	2024	**2023**
Allocated Indirect Costs	$ 2,316,195	$ 4,073,457
Total Allocated Indirect Costs	**$ 2,316,195**	**$ 4,073,457**

Capital Contribution

On December 31, 2023, the Parent contributed equity of $14,585,623 to the Company to settle outstanding intercompany balances, which consisted of payroll and other corporate allocations.

Note 10 – 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 11 – Subsequent Events

Management has evaluated subsequent events through April 28, 2025, the date that the consolidated 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 consolidated financial statements.

EXHIBIT B
FRANCHISE AGREEMENT

WE INSURE, LLC FRANCHISE AGREEMENT
TABLE OF CONTENTS

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:

"**<u>Agency</u>**" means the franchised location for which you operate.

"**<u>Agency Management System</u>**" 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.

"**<u>Agent of Record</u>**" 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.

"**<u>Affiliate</u>**" 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.

"**<u>Branding Package</u>**" means the internal signage, We Insure Brand Kit, and digital set up package which may include some or all of the following: Agency website page, Google Business, Meta Business Suite (Facebook and Instagram), a press release, and a Canva Account to establish your Agency.

"**<u>Change in Equity Controls</u>**" means a change in the ownership interests in Franchisee.

"**<u>Claim</u>**" 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.

"**<u>Client Account</u>**" 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.

"**<u>Commissionable Premiums</u>**" means that portion of the Gross Premiums upon which each Designated Carrier will pay to Franchisor or its Affiliates the Sales Commissions; does not include any amounts adjusted by us or our affiliates for overrides, profit sharing, book rolls, or related portfolio management services.

"**<u>Conditional Assignment</u>**" 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 Franchisor's Internet-based 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.

"**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.

"**Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC")**" means the individual appointed as the person for whom will be trained by us and responsible for the on-site 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 communicates with 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.

"**<u>Disability</u>**" 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.

"**<u>Franchisee Commission</u>**" 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.

"**<u>Gross Premiums</u>**" 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.

"**<u>Guarantors</u>**" 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.

"**<u>Insurance Products</u>**" 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.

"**<u>Insurance Services</u>**" 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.

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

"**<u>New Business</u>**" means the first term of an Insurance Product sold in connection with the operation of the Agency. If an existing Insurance Product is moved from one We Insure franchise agency to another We Insure franchise agency, whether such move is made at the request of the policyholder or at the suggestion of Franchisee, this is considered Renewal Business and not New

Business. The term "New Business" may be modified from time to time in Franchisor's Manual.

"**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.

"**Renewal Business**" means all subsequent renewal terms of an Insurance Product sold in connection with the operation of the Agency, including any Insurance Products rewritten to another Designated Carrier for existing clients on the same risk profile. The term "Renewal Business" may be modified from time to time in Franchisor's Manual.

"**Sales Commissions**" means retail 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 and will not include any adjustments made by us or our affiliates such as overrides, profit sharing, book rolls, or related portfolio management services. 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 may be 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 a franchise under the System solely at the Site.

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) 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, any Designated Carrier's logos or any Designated 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. 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. Upon approval of Franchisee's relocation request, Franchisee shall pay to Franchisor the Agency Relocation Fee. Franchisee shall 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 shall be conditional as Franchisor deems appropriate, including signatures (notarized or otherwise) from all owners, court orders, etc.). Franchisor shall 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 (5) years after the Effective Date (the "**Expiration Date**"). The first five (5) 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 or any applicable promissory note, (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 Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC"), 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 Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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; and (D) a requirement that Franchisee update all signage to conform to System Standards. 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 Franchisee's 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 is (i) $40,000 if paid in lump sum or (ii) $50,000 if financed by us in our sole discretion.
If Franchisee elects to have Franchisor finance a portion of its Initial Franchise Fee, Franchisee shall execute a promissory note and a guarantee of promissory note in the form required by Franchisor. Franchisee shall pay Franchisor a non-refundable lump sum of $10,000 upon execution of this Agreement and shall then make 48 equal monthly installment payments to Franchisor of the balance in accordance with the terms of the promissory note with payment commencing as of the beginning of the thirteenth month after opening Franchisee's Agency. For purposes of the commencement of Franchisee's payment obligations under said promissory note, "opening" shall be deemed as the first day of the month following Franchisee's completion of Initial Training.

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 $75 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) or Franchisee's Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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 Insurance and Cyber Insurance, as well as all applicable Carrier Appointment Fees, and the Agency Management System 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 system license activation (the "**Agency Management System Activation Fee**") for each employee hired and onboarded by the Agency. The Agency Management System Activation Fee is subject to change as a result of changes in the fees charged to us by our various third party service providers. Any increase or decrease in your Agency Management System Activation Fee will be based upon your pro-rata share of actual cost increase or decrease and will be posted in our 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, business plan development, 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 $75/person if it would like other people to attend the Initial Training program.

Franchisee’s Principal and its Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”) (if such person is not the same individual as Franchisee’s Principal) must attend and timely complete the Initial Training Program to Franchisor's satisfaction prior to opening Franchisee's Agency. If the Franchisee or Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") does not complete Initial Training to Franchisor's satisfaction, Franchisor may require them to repeat Initial Training and Franchisor will charge Franchisee the remedial training fee of $150 per employee per day. If Franchisee's Principal and its Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") are unable to complete Initial Training to Franchisor's satisfaction, 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 combination of virtual on-demand, self-paced insurance courses and live instructor-led webinars; 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, Franchisee's Principal, Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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 Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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 Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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 $150 per employee per day for any such remedial training. 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 Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC"), 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, Franchisee 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 licensed individual is available on-site during work hours to staff the office. This individual may be the Franchisee, Franchisee's Principal, or the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC"). Such individual must be present on-site 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 Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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 or the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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. <u>GENERAL STANDARDS OF OPERATION</u>

(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 currently requires 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 on-site day-to-day operations of the Agency. The Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") must be available on-site 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 or the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") available on-site 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 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 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 charge its 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. 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. Franchisee shall submit to Franchisor an application (in a form approved by Franchisor) for any non-licensed individuals Franchisee wishes to hire or contract to provide administrative or other services. Franchisor shall be entitled to approve or disapprove any such application in its sole discretion. Franchisee or Franchisee's Principal or the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") is required to manage, on-site, the day-to-day operations of the Agency.

(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).

(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 and the Designated Responsible Licensed

Producer ("DRLP") or Agent-In-Charge ("AIC") 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 New Submissions program requirements~~.~~ The Franchisee must enter all prospects and New Submissions (trailing) documents into Franchisor's then-specified Agency Management System by 11:59pm on the date the policy is bound. 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 New Submissions program, including without limitation, the Insurance Product, by 11:59pm on the date the policy is bound. 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 New Submissions 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. In the event that Franchisee fails to comply with the requirements of Franchisor's New Submissions program for any policy by 11:59pm on the date the policy is bound, Franchisor will assess Penalty Fee for Noncompliance with New Submissions Process fee of $75 per violation. We will deduct the New Submissions program Penalty Fee from your Franchisee Commission. If you fail to comply with the requirements of the New Submissions program during the 30-day period subsequent to quoting, writing, and binding a policy, we will retain the entire commission on the policy.

(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 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 Business 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. <u>AGENCY - ADDITIONAL FRANCHISOR OBLIGATIONS</u>

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. The E&O policy is reassessed in February 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 February 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 Franchisee's 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 Franchisee's 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 consulting fee 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.

(k) Franchisor may, in its sole discretion, establish one or more optional incentive programs during the term of this Agreement. In order to participate in any such incentive program, Franchisee must adhere to Franchisor's then-current incentive program policies. Franchisee acknowledges that, even if it participates in an incentive program, it is not guaranteed to earn an incentive. Franchisor reserves the right, in its sole and absolute discretion, to modify, supplement or discontinue any incentive program at any time (notwithstanding the existence of an ongoing program) without any liability to Franchisee for the same.

9. <u>COMPENSATION; CONTINUING FEES; METHOD OF PAYMENT; REPORTS</u>

(a) <u>Retained Commission</u>: 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) <u>Franchisee Commission</u>: 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 Business or Renewal Business. 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) <u>Franchisor's Retained Commissions vs. Franchisee Commissions</u>:

New Business		**Renewal Business**	
Franchisee Commission	Franchisor's Retained Commission	Franchisee Commission	Franchisor's Retained Commission
75%	25%	55%	45%

(d) <u>Minimum Monthly Retained Commission</u>: 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*, and telephone system connectivity. 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.
**If your Agency will be operated in the state of Florida, there is an insurance rater specifically for quoting property insurance in that state. The monthly base fee for this insurance rater is based on the number of users, the type of rater package, and the level of supplemental data*.

(ii) Agency Management System Activation Fee. Franchisee must pay Franchisor a one-time Agency Management System Activation Fee of $671.25 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 one-time Agency Management System 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. Franchisee shall advise Franchisor of which appointments it wishes to obtain and Franchisor shall attempt to obtain such appointments for Franchisee.

(iv) <u>E&O/Cyber Fee</u>. 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 February. 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) <u>New Submissions Penalty Fee</u>. Franchisee must pay Franchisor its New Submissions Penalty Fee for failure to comply with the requirements of Franchisor's New Submissions program for front-end policy processing, data entry, document retrieval and underwriting assistance provided by Franchisor. Franchisee's New Submissions Penalty Fee shall be determined in accordance with Section 7(r) above and more fully explained in the Manual.

(f) <u>Other Fees and Costs</u>:

(i) <u>Administrative Assistance Fee</u>. Franchisor may deduct from Franchisee Commissions an Administrative Assistance Fee of $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.)

(ii) <u>Costs Incurred On Your Behalf</u>. 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 non-compliance 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.

(iii) 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.

(iv) 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.

(v) 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) 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.

(d) 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 Term of this Agreement, or for the 24-month period following 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 Restrictive 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.

(k) A breach of any of the representations, warranties, covenants, or obligations contained in this Agreement shall be treated as an event of default under Section 16 of this Agreement.

14. <u>TRANSFER AND ASSIGNMENT</u>

(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 an "**Agency Ownership Transfer**") without the prior written approval of Franchisor, which shall not be unreasonably withheld. Franchisee shall provide at least sixty (60) days' written notice to Franchisor of Franchisee's intent to execute, or sign an agreement for a transfer or sale of any or all of the Agency's equity or assets, and, Franchisee shall not execute, or sign any agreement for a transfer or sale of any or all of the Agency's equity or assets until Franchisee has received Franchisor's express written approval consenting to the transfer or sale. 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, and the Franchisee 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 Agency Ownership 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 We Insure® franchises and has satisfactorily completed the Franchisor's then-current evaluation process (which shall include in-person interviews, background checks, submission to Franchisor a franchise application, 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 and under any other agreements between Franchisee 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 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 sent its approval to Franchisee of the proposed transfer 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;

(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 seller/transferor shall pay, prior to effectuating any Agency Ownership Transfer, to Franchisor its transfer fee (the "**Agency Ownership Transfer Fee**") prior to the date of transfer as follows: (i) if there is a partial change in ownership or voting interest of the Franchisee or if there is a change in ownership from one existing owner of Franchisee to another existing owner of Franchisee, the fee will be $500 for each modification; (ii) if Franchisee sells any or all of its economic interests to the policies within the Franchisee's book of business to another franchisee, the transfer fee will be equal to $3,500 plus reimbursement for any costs incurred by Franchisor in order to effectuate the book of business change amongst its Designated Carriers; and (iii) if the transfer results in a complete change in ownership or voting rights to a new owner that is not a current franchisee of Franchisor, the Agency Ownership Transfer Fee shall be equal to the 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);

(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 if incurred in connection with attending training; and

(viii) Franchisee must purchase an Errors and Omissions Tail Policy from Franchisor's errors and omissions insurance coverage provider. Franchisor will procure the Errors and Omissions Tail Policy on Franchisee's behalf, and Franchisee is obligated to remit payment to Franchisor for the Errors and Omissions Tail Policy.

(e) Any additions or modifications to your corporation ownership, members, equity interests, or agency operations such as the assigned Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") must first be submitted to the Legal and Compliance Team in accordance with the procedures set forth in our Manual (currently, via the Agent Support Portal on the We Insure network) 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 Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") assignment. If Franchisee requests approval to replace its existing Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") with a new Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC"), we shall consider such request in our sole discretion and shall charge Franchisee a fee of $1,000 upon approval of the replacement Principal and/or Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC"). Upon receipt of such a request, Franchisor shall also require, in its sole discretion, an interview of the replacement Designated Responsible Licensed

Producer ("DRLP") or Agent-In-Charge ("AIC") to be conducted virtually or at a location of Franchisor's selection. Franchisee shall be responsible for any Carrier Appointment Fees that result from the change in Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC").

(f) Notwithstanding the foregoing, it is understood and agreed that if Franchisee is an individual, the individual 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________________________,

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 Agency Ownership 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 Franchisee, its 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 Principals, 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 Principals, 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 events of default (which shall include Franchisee, Principals, Guarantors, and Franchisee's 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 events of default:

(i) Franchisee or its Principals 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 Principals 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 Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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 or its Principal, Non-Principal, or Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") has committed fraud.

(vi) Franchisee or its Principal, Non-Principal, or Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") violates any of the in-term covenants set forth in Section 13 of this Agreement.

(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 prior 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 prior written consent.

(xvi) RESERVED.

(xvii) Franchisee or its Principal, or Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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, or Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") violates any of the covenants set forth in this Agreement.

(xix) Franchisee or its Principal, or Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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 Franchisor's sole discretion materially affects Franchisee's 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 Principals 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 or Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") or Franchisee's employees or independent contractors 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 events of default 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 (including any sums owed pursuant to any applicable Promissory Note).

(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 Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”) fails to personally supervise on-site 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 or its Principal or Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”) 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 Standards, 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 or its Principal or Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”) fails to satisfactorily complete Initial Training.

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

(xiv) Franchisee or its Principal or Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”) 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 or its Principal or Designated Responsible Licensed Producer (“DRLP”) or Agent-In-Charge (“AIC”) 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.

(xx) Franchisee fails to maintain a duly licensed Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") for the Agency.

(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, in its sole discretion, suspend Franchisee's access to the Agency Management System for a period of time determined by Franchisor in its sole discretion upon the occurrence of any one or more of the following events of default:

(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 New Submissions program requirements, or otherwise fails to submit required documentation (including a signed copy of the application) or e- signatures to Franchisor by 11:59pm on the date a policy is bound, 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 through Franchisor or with Franchisor's prior written permission;

(viii) Franchisee or Franchisee's Principal (as the case may be) or the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") fails to personally supervise on-site day-to-day operation of the Agency and maintain all required licenses, permits, and continuing education requirements;

(ix) Franchisee or Franchisee's Principal (as the case may be) or the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") or Franchisee's employees or independent contractors conducts themselves, in the sole opinion of Franchisor, in any manner that may jeopardize Franchisor's continued contractual agency relationship with any Designated Carrier.

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

(xi) Franchisee fails to comply with Franchisor's Acceptable Use Policy, as set forth in the Manual;

(xii) Franchisee fails to maintain a duly licensed Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") for the Agency;

(xiii) Franchisee quotes, issues, or binds an Insurance Product without authorization from Franchisor or the Designated Carrier for such Insurance Product;

(xiv) Franchisee fails to pay, as and when due, any sums owed to Franchisor, its Affiliates, or any of its major suppliers or vendors (including any sums owed pursuant to any applicable Promissory Note);

(xv) 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; or

(xvi) 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, amounts owed under any applicable Promissory Note, 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; and

(ix) Franchisee must purchase an Errors and Omissions Tail Policy from Franchisor's errors and omissions coverage provider. Franchisor will procure the Errors and Omissions Tail Policy on Franchisee's behalf, and the premium will be deducted from Franchisee's Post-Term Extended Earnings. If Franchisor is not obligated to pay Franchisee Post-Term Extended Earnings upon termination, Franchisee is obligated to remit payment to Franchisor for the Errors and Omissions Tail Policy.

(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 paragraph 16(a)(iv) or Section 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 Section 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 paragraph 16(a)(iv)or Section 16(b) 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 delivered using one of the following methods of delivery: i) registered or certified mail, return receipt requested and postage prepaid; ii) , a nationally recognized overnight courier service, receipt acknowledged and fees prepaid; or iii) email. Notices to Franchisee shall be addressed to Franchisee at the address listed in Exhibit 1 of this Agreement, and if sent via email, to Franchisee's We Insure email address. Notices to Franchisor shall be addressed to Franchisor at the following address: We Insure, LLC, PO Box 452287, Sunrise, FL 33345, Attention: President, and if sent via email to Franchisor at compliance@weinsuregroup.com. 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, and if a notice is sent via email, notice shall be deemed to be delivered as of the date and time such email was sent by the sender. If the addressee rejects or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change in address for which no notice to the other party was given, then upon the rejection, refusal, or inability to deliver. 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 sent after receipt of such notice shall be sent to such other address.

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 Broward County, State of Florida, or (ii) in the United States District Court for the Southern District of Florida (Fort Lauderdale 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.

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, this Agreement may be executed in duplicate, and each copy so executed shall be deemed an original. This Agreement may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Agreement shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

(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, 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.

(k) The following applies if Franchisee or the franchise granted hereunder are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

FRANCHISOR:

WE INSURE, LLC

By:_______________________________
Name: Jay Wolfberg
Title: President

FRANCHISEE:

By:_______________________________
Name:
Title:

LOCATION OF SITE

The address of the Agency's Site is: ____.

FRANCHISOR:

WE INSURE, LLC

By:______________________________
Name: Jay Wolfberg
Title: President

FRANCHISEE:

By:______________________________
Name:
Title:

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 longas 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. To facilitate the execution of this Guaranty by geographically separated parties, this Guaranty may be executed in duplicate, and each copy so executed shall be deemed an original. This Guaranty may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Guaranty transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Guaranty. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Guaranty shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty under seal effective as of the date of the Agreement.

GUARANTOR(S):

By:__________________________
Name:
Title:

EXHIBIT 3 TO FRANCHISE AGREEMENT
OWNER'S STATEMENT

This form must be completed by the owner(s) of the Franchise (**"I,"** **"me,"** **"my"** or **"we"**, **"us"**, **"our"**).

Franchisor is relying on the truth and accuracy of this form in awarding the Franchise Agreement to Franchisee.

1. **Form of Ownership** (select one from below)

   Ownership Type: ________________________________

   a. Sole Proprietor
   b. Limited Liability Company
   c. Corporation
   d. General Partnership
   e. Limited Partnership
   f. Other (specify)

2. **Location.** The Agency will be located at the following address: ____.

3. **Incorporation/formation.** Business Entity was incorporated or formed on (date) ____________ , under the laws of the State of ___________________________.

4. **Owners.** The following list includes the full name and mailing address of each owner and describes the nature of their interest. Attach additional sheets if necessary.

Owner's Name and Mailing Address	Description of Interest	Ownership %

5. **Principal.** The owners listed above designate ____________________________ as the Franchisee's Principal. The Principal will have authority to instruct Franchisor on all matters related to the franchise.

6. **Officers.** The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions.

Name of Person	Position(s) Held
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________

7. **Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC").**

The following person is designated as Franchisee's DRLP or AIC:________________.

8. **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.).

9. **Other Business Affiliations**. Please list here any other business entities (LLCs, corporations, partnerships, sole proprietorship, etc.) that any owner of the Franchisee has been a direct or indirect principal of in the past.

Owner's Name	Name of Business Entity	Dates of Ownership	Business Description

This Owner's Statement is current and complete as of (date) ______________________.

OWNERS; INDIVIDUALS:

Signature	Signature
Print Name	Print Name
Signature	Signature
Print Name	Print Name

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

By	
Signature	Title
Print Name	Date
By	
Signature	Title
Print Name	Date
By	
Signature	Title
Print Name	Date

LIMITED SOFTWARE LICENSE

Pursuant to that certain Franchise Agreement dated____________ ("**Agreement**"), by and between WE INSURE, LLC, a Florida limited liability company ("**Franchisor**") and ________________________________ ("**Franchisee**"), 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 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.

12. To facilitate the execution of this Limited Software License by geographically separated parties, this Limited Software License may be executed in duplicate, and each copy so executed shall be deemed an original. This Limited Software License may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Limited Software License transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Limited Software License. You agree that the electronic signatures or digital signatures (each an “e-Signature”) of any party to this Limited Software License shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party’s intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party’s e-Signature.

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:______________________________
Name: Jay Wolfberg
Title: President

FRANCHISEE:

By:______________________________
Name:
Title:

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 non solicitation 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 Broward County, Florida.

12. To facilitate the execution of this Conditional Assignment by geographically separated parties, this Conditional Assignment may be executed in duplicate, and each copy so executed shall be deemed an original. This Conditional Assignment may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Conditional Assignment transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Conditional Assignment. You agree that the electronic signatures or digital signatures (each an “e-Signature”) of any party to this Conditional Assignment shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party’s intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party’s e-Signature.

IN WITNESS WHEREOF, the Parties have executed this Conditional Assignment on the day and year first above written.

ASSIGNEE:

WE INSURE, LLC

By:____________________________
Name: Jay Wolfberg
Title: President

ASSIGNOR:

By:____________________________
Name:
Title:

ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

Bank Name: ______________________________

ABA Number: ______________________________

Account Number: ______________________________

Name on Account: ______________________________

Effective as of ____________________ (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, with a principal address at 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323 (the "**Franchisor**"), ________________________________, with a principal address at ______________________________________ (the "**Company**"), and _______________________________________ (the "**Independent Contractor**").

BACKGROUND INFORMATION

The Company is a franchisee of the Franchisor pursuant to a 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. For purposes of this Agreement, the "Restrictive Date" shall be defined as the date upon which the Franchise Agreement terminates, expires, or is assigned or transferred.

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 ConfidentialInformation, (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.: General Counsel
1560 Sawgrass Corporate Parkway, 4th Floor
Sunrise, FL 33323

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. To facilitate the execution of this Agreement by geographically separated parties, this Agreement may be executed in duplicate, and each copy so executed shall be deemed an original. This Agreement may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. You agree that

the electronic signatures or digital signatures (each an “e-Signature”) of any party to this Agreement shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party’s intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party’s e-Signature.

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.

COMPANY:

By: ________________________________
Name:
Title:

INDEPENDENT CONTRACTOR:

By:________________________________
Name:

FRANCHISOR:

WE INSURE, LLC

By:________________________________
Name: Jay Wolfberg
Title: President

EXHIBIT 8 TO FRANCHISE AGREEMENT
FORM OF CONFIDENTIALITY AGREEMENT

Confidentiality Agreement

This Confidentiality Agreement (the "**Agreement**"), dated as of ____________ ("**Effective Date**"), is between We Insure, LLC, a Florida limited liability company located at 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323 ("**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 Broward 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.

To facilitate the execution of this Agreement by geographically separated parties, this Agreement may be executed in duplicate, and each copy so executed shall be deemed an original. This Agreement may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Agreement shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

[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: Jay Wolfberg
Title: President

RECIPIENT:

By:____________________________
Name:
Title:

EXHIBIT C
FORM OF PROMISSORY NOTE AND GUARANTY

PROMISSORY NOTE

$ 40,000
[DATE]
[CITY, STATE]

FOR VALUE RECEIVED, ____,
with an address of____,
(the “Borrower”), hereby promises to pay to the order of WE INSURE, LLC, a Florida limited liability company (the “Lender”), at 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323 or at such other address as the Lender shall designate in writing, the principal sum of Forty Thousand Dollars ($40,000.00), together with any applicable 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 that is forty-eight (48) months after the Commencement Date (as hereinafter defined) (the “**Maturity Date**”).

2. Payments. Borrower shall make equal monthly payments of principal and interest in the amount of Eight Hundred and Thirty-three Dollars and Thirty-Three Cents ($$833.33). On the Maturity Date, all unpaid principal and accrued interest (if any) shall be due and payable IN FULL.

Your first payment shall be due on the date that is thirteen (13) months after the anniversary of the Agency Opening Date. The due date of your first payment shall be the “Commencement Date”. The “Agency Opening Date” shall be defined as the first day of the month following Borrower’s completion of Initial Training (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 0% 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 (if applicable) 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; or

The default by Borrower under that certain Franchise Agreement by and between Borrower and Lender dated of even date herewith (which Agreement shall be incorporated by reference herein for purposes of this Section 6) (the "Franchise Agreement") that remains uncured after any applicable cure period set forth in the Franchise Agreement, which defaults shall include, but shall not be limited to, Borrower's failure to open its Agency within the timeframe allotted by the Franchise Agreement (as the same may be extended by Franchisor in its sole discretion in accordance with any applicable provision of the Franchise Agreement); or

The termination, expiration, non-renewal, or Transfer of that certain Franchise Agreement, 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 (if any) 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. To facilitate the execution of this Note by geographically separated parties, this Note may be executed in duplicate, and each copy so executed shall be deemed an original. This

Note may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Note transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Note. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Note shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

11. 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.

BORROWER:

By:______________________________
Name:
Its:

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.

12. 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. To facilitate the execution of this Guaranty by geographically separated parties, this Guaranty may be executed in duplicate, and each copy so executed shall be deemed an original. This Guaranty may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Guaranty transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Guaranty. You agree that the electronic signatures or digital signatures (each an “e-Signature”) of any party to this Guaranty shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party’s intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party’s e-Signature.

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 D
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 writinginsurance 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 acknowledgedas received, the Parties hereby agree as follows:

1. Background Information. The background information above is incorporated by thisreference and made a part of this Sale Agreement. Any defined term utilized herein, but not defined herein, shall have the meaning prescribed to it in the Franchise Agreement, which shall be incorporated by reference for this purpose only.

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 allof 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 listof 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 affiliatesreasonable 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 otherinformation 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 and the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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. The terms New Business and Renewal Business are defined in Section 1(b) 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 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-Over Business, 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, foreignor 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 exists thereunder, 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 underSection 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 and the Designated Responsible Licensed Producer ("DRLP") or Agent-In-Charge ("AIC") 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 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. To facilitate the execution of this Sales Agreement by geographically separated parties, this Sales Agreement may be executed in duplicate, and each copy so executed shall be deemed an original. This Sales Agreement may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Sales Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Sales Agreement. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Sales Agreement shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature..

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:__________________________	By:__________________________________
Name:	Name:
Title:	Title:

EXHIBIT E
OPERATIONS MANUAL TABLE OF CONTENTS

Contents

(Revised April 2026)

EXHIBIT F
LISTS OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of 12/31/25 (* indicates signed but not yet open)					
Franchisee	**Address**	**City**	**State**	**Zip Code**	**Phone**
CD Services, LLC	26021 Perdido Beach Blvd	Orange Beach	AL	36561	251-385-9010
Alpine Insurance Brokers, Inc.	7350 E Progress Pl, Ste 100	Greenwood Village	CO	80111	303-529-5142
AJJJ LLC	458 Monroe Turnpike	Monroe	CT	06468	(475)284-5012
2 Ms Insurance, LLC	712 U.S. 1	North Palm Beach	FL	33408	561-532-2711
A&S Insurance Services Inc.	2500 N Federal Hwy	Fort Lauderdale	FL	33305	(954)400-0820
Adrina Corp	1535 North Park Drive, 101	Weston	FL	33326	(954)764-9240
Advance Success, Inc.	3420 US Highway 441/27	Fruitland	FL	34731	352-353-4170
Alys Insurance Solutions Inc	777 Brickell Ave	Miami	FL	33131	786-744-2482
AM Family Insurance, LLC	8950 SW 74 Street; Suite 2259	Miami	FL	33156	786-297-9356
Arcos Insurance Services, LLC	1428 NE 26th St	Wilton Manors	FL	33305	954-903-7519
ASF Insurance, LLC	365 5th Ave S Ste 205	Naples	FL	34102	(239)471-4811
Banyan Global Insurance LLC	7284 W Palmetto Park Rd Suite 303	Boca Raton	FL	33433	561-489-5811
Bayside Insurance, LLC.	100 FRANDORSON CIR STE 101	Apollo Beach	FL	33572	813-425-3878
Best Insurance Brokers, Inc.	7923 Panama City Beach Parkway	Panama City	FL	32407	850-399-9052
Best Rates Insurance, Inc.	3275 W Hillsboro Blvd, Ste 207	Deerfield Beach	FL	33442	954-903-7692
Bohn Insurance Group LLC	4706 Chiquita Blvd S, Suite W-03	Cape Coral	FL	33914	239-326-6574
Bond Insurance, Inc.	621 N Tyndall Pkwy Ste B	Panama City	FL	32404	850-747-3001
Capital Insurance Group, Inc.	8996 Taft St	Pembroke Pines	FL	33024	954-431-9423
Capital Solution Partners, LLC	2012 4th St N	St Petersburg	FL	33704	727-610-9980
Carreras Insurance Agency, LLC	1603 Sun City Center Plaza	Sun City Center	FL	33573	813-687-5965
Champions Insurance Group, Inc	11541 Trinity Blvd	Trinity	FL	34655	727-390-2207
Ciola & Associates P&C, LLC	2980 McFarlane Rd Suite 200	Coconut Grove	FL	33133	786-648-6120
CLW Insurance Agency	501 St Petersburg Dr E Ste A	Oldsmar	FL	34677	727-614-2424
CMAX Consulting, Inc.	4928 10th Ave North	Greenacres	FL	33463	(561)578-6940
Crafton Moss Insurance Services, Inc.	220 14th Ave S	Jacksonville Beach	FL	32250	904-428-1052
Cross Country Insurance Solutions LLC	2475 Palm Bay Road NE, Suite 145 #18	Palm Bay	FL	32905	(903) 251-3651
D Moze Insurance Agency, Inc.	302 Lucerne Ave	Lake Worth	FL	33460	561-429-9184
D Paurowski, LLC	720 E McNab Road, Suite A	Pompano Beach	FL	33060	(954)800-4386
Dave Wood Insurance LLC	9600 Koger Blvd. Ste. 202	St Petersburg	FL	33702	727-565-0562

Debbie Reynolds Insurance Group, LLC	210 Wood St	Punta Gorda	FL	33950	(941)787-2374
Dexinole Insurance, LLC	65 E. Station St.	Apopka	FL	32703	321-248-4495
DK Strategic Solutions, Inc.	530 S State Road 7	Plantation	FL	33317	(954)379-8569
DOC Insurance & Associates, Inc.	7061 Grand National Dr. Suite 134	Orlando	FL	32819	(407)270-8082
Double A Insurance Group LLC	1047 NE 46th CT	Oakland Park	FL	33334	754-243-5762
East Coast Property & Casualty Insurance LLC	1420 Celebration Blvd Suite 200	Celebration	FL	34747	407-550-8510
Emling Insurance Group, LLC.	7491 Conroy-Windermere Rd, Ste E	Orlando	FL	32835	321-320-9422
Excelsior Insurance Partners, Inc.	900 SE Ocean Blvd Suite D-232, Office 9	Stuart	FL	34994	(772)214-3095
Executive Insurance LLC	34 South Federal Highway, Suite A	Dania Beach	FL	33004	786-761-7530
F. Acosta Insurance Group, LLC	10400 NW 21st Street #115	Doral	FL	33172	305-800-8004
Flagler Family Insurance, LLC	11450 SE Dixie Highway, Ste 1048	Hobe Sound	FL	33455	561-946-2322
FLD & Associates, LLC	8569 Pines Blvd #212	Pembroke Pines	FL	33024	(954)376-6975
Flex Insurance Agency LLC	2101 Vista Parkway, Suite 273	West Palm Beach	FL	33411	561-468-2160
Florida Family Insurance Group, LLC	11985 US Highway One Ste 203	Juno Beach	FL	33408	(561)422-4876
Gabler Insurance, PA	8461 Lake Worth Road, Suite 202	Lake Worth	FL	33467	561-489-5622
Grantham Insurance, LLC	11223 N Williams Street, Ste D	Dunnellon	FL	34432	352-418-0832
Gulf Coast Insurance Team LLC	1808 Tamiami Trail Unit D2	Port Charlotte	FL	33948	(941)787-7612
Happy Insurance Inc.	9404 South Orange Blossom Trail, Suite B	Orlando	FL	32837	(407)409-7227
Ibis Insurance Group	9730 SW 40 Street	Miami	FL	33165	305-207-4247
Imperial Insurance and Financial Services, LLC	3600 South State Road 7 #236	Miramar	FL	33023	754-336-2572
Insurance 4155 LLC	4155 SW 130 Ave, Ste 210	Miami	FL	33178	786-761-7130
Insurance Girl, Inc.	4801 South University Drive, Suite 245	Davie	FL	33328	(954) 372-8880
Insurance Investment M.F. LLC	8390 West Flagler St, Suite 101	Miami	FL	33144	(786)581-8428
Iron Stag Insurance, Inc.	1950 Lee Road, Suite 100A	Winter Park	FL	32789	407-753-1824
J. Detrick & Associates, LLC	2318 St Andrews Blvd - Suite C	Panama City	FL	32405	850-387-0300
JAMES D WESTWOOD II, LLC	300 Avenue of the Champions, Ste 170	Palm Beach Gardens	FL	33418	(561) 905-4520
Jay Lerner Agency, Inc.	15200 Jog Rd D1	Delray Beach	FL	33446	561-404-4584
JD Insurance Agency, LLC	5633 Strand Blvd #311	Naples	FL	34110	239-291-3072
JDMC and Associates LLC	2250 Lucien Way, Suite 200	Maitland	FL	32751	321-329-8612
John Lavern Boyer	8000 S. Federal Hwy Ste #304	Port St Lucie	FL	34952	(772)206-3008
John Douglas Insurance Agency, Incorporated	2217 St Andrews Blvd	Panama City	FL	32405	850-786-2392

All Commercial Insurance Corporation	283 Cranes Roost Blvd, Suite 108	Altamonte Springs	FL	32701	407-904-2670
Knight Insurance Agency, LLC	353 NE Marion Street #1	Madison	FL	32340	850-253-0262
L&L Insurance, Inc.	2500 NW 79th Ave, Ste 260	Doral	FL	33122	305-548-8247
Lazar Financial Services, Inc.	8751 W Broward Blvd, Suite 204	Plantation	FL	33324	754-243-5062
Leal Insurance Group, Inc.	2600 Douglas Road, Suite 905	Coral Gables	FL	33134	305-921-4057
Lee & Shelly Financial, Inc.	950 S. Pine Island Rd, Ste 150	Plantation	FL	33324	954-541-8220
Leonard Bujnicki and Associates, Auto, Home, Life Insurance Agency Inc.	2456 N. University Dr	Pembroke Pines	FL	33024	954-686-0760
Bay to Bay Insurance and Financial Services, LLC	3697 W Waters Ave	Tampa	FL	33614	813-537-5211
Max Assurance Group, LLC	2421 North Lecanto Highway	Lecanto	FL	34461	352-612-9690
McEvers Olson Insurance Grp	120 S Olive Ave Suite 504	West Palm Beach	FL	33401	561-598-5699
MDH Insurance Inc.	1845 Collier Parkway Ste 101	Lutz	FL	33549	813-575-1580
MJC Insurance Services, LLC	10033 Sawgrass Drive W, Ste 124	Ponte Vedra	FL	32082	904-373-9001
MLS Insurance Group, LLC	13940 US Hwy 441, Bldg 800	Lady Lake	FL	32159	352-758-8990
NGMT Solutions LLC	9161 Narcoossee Road, Ste. 107	Orlando	FL	32827	(407) 334-3127
NL Insurance Group, LLC	23123 State Road 7 Ste 230 C	Boca Raton	FL	33428	561-430-4021
North Manatee Insurance, Inc.	1335 10th St E, Suite E	Palmetto	FL	34221	(941)803-4265
Peck Financial Services, Inc.	1947 West Martin Luther King Jr. Blvd	Tampa	FL	33607	813-527-9710
Pecunia Insurance and Risk Management LLC	2008 North Goldenrod Road	Orlando	FL	32807	407-965-5015
Premier Group Insurance Associates, LLC	6506 N. Florida Ave #101	Tampa	FL	33604	(813) 535-9531
P Taquechel Insurance Group, Inc.	10749 SW 104th Street	Miami	FL	33176	305-259-1910
R & S Associates Insurance LLC	429 Lenox Ave Suite 430	Miami Beach	FL	33139	(786)870-1164
Renegade Insurance Agency, LLC	890 Northern Way Unit C-2	Winter Springs	FL	32708	321-422-3255
Rhodes Insurance, LLC	109 Nature Walk Parkway, Suite 104	St Augustine	FL	32092	904-831-8347
Right Choice Insurance & Multi Services, LLC	10231 Metro Pkwy #104	Ft Myers	FL	33966	239-313-2045
Rusty Johnson, Inc.	408 West Baldwin Road	Panama City	FL	32405	850-394-9705
Sarah and Timothy Kempf	5337 Paylor Lane Ste 400	Lakewood Ranch	FL	34240	941-227-4405
Schneck Insurance, LLC	18384 West Dixie Highway, Suite B,	North Miami Beach	FL	33160	786-744-3422
Schumacher Insurance Group, LLC	2102 S Federal Highway	Delray Beach	FL	33483	561-532-4862
Shelter Insurance, LLC	5240 Babcock St NE #300B	Palm Bay	FL	32905	321-326-6167
Spicer and Associates, Inc.	4283 Woodbine Road	Pace	FL	32571	850-673-0161
Sprouse Insurance Agency, LLC	16323 S Tamiami Trail	Fort Myers	FL	33908	(239)244-2539

Sunshine Global Insurance, LLC.	8177 Glades Rd. Ste 217	Boca Raton	FL	33434	561-288-1645
Sunview Insurance LLC *	194 S. US Hwy 27, Suite C, Rm 8	Clermont	FL	34711	352-877-0011
The Insurance Agent, LLC	6801 Wallace Road	Orlando	FL	32819	407-544-0428
The Insurance Experts, Inc.	9900 West Sample Rd, Ste 405-3	Coral Springs	FL	33065	954-510-4709
Top Notch Insurance Services LLC	12600 World Plaza Ln #63	Fort Myers	FL	33907	(239)320-8018
Topline Insurance, LLC	1501 SW 11th Way	Deerfield Beach	FL	33441	754-243-5534
Total Funding Corporation	1550 Madruga Ave Suite 330	Coral Gables	FL	33146	786-801-3514
Treasure Coast Insurance Experts, Inc.	6120 SE Federal Highway	Stuart	FL	34997	772-934-6787
Trusted Risk Management LLC	9700 Pillips Hwy; Ste 106-A	Jacksonville	FL	32256	813-321-3108
V & M Insurance Services, Inc.	2310 SE 2nd St. Ste. 4	Boynton Beach	FL	33435	561-424-0864
Ven Insurance Partners, LLC	1900 Glades Rd. Ste 353	Boca Raton	FL	33431	561-465-8443
WA Insurance Agency LLC	1615 South Congress Avenue, Suite 107	Delray Beach	FL	33445	561-489-5422
We Insure Sarasota, Inc.	233 Nokomis Ave S	Venice	FL	34285	941-412-1511
Wehn Insurance Group, LLC	12555 Orange Drive #103	Davie	FL	33330	954-862-3881
Windsor Insurance Group, LLC	324 Royal Palm Way	Palm Beach	FL	33480	(561) 421-4361
Xpress Insurance Solutions LLC	6832 Arlington Expressway	Jacksonville	FL	32211	904-748-1224
Altura Partners LLC *	410 Peachtree Pkwy, Bldg 400, Ste 4245, Office 209	Cumming	GA	30041	470-794-4480
Around Atlanta Coverage, LLC	240 Sandy Springs Place NE	Atlanta	GA	30328	678-924-8246
Elite One Stop Inc	9925 Haynes Bridge Road, Suite 105-A	Alpharetta	GA	30022	(770) 450-5535
Mike Lewis Agency, LLC	3009 Chapel Hill Rd Ste B	Douglasville	GA	30135	470-499-9863
WKC Assurance Group, LLC.	3404 #B East Ponce De Leon	Scottdale	GA	30079	(404)850-9610
CICERO INSURANCE GROUP, LLC	7810 East 236th Street	Cicero	IN	46034	317-606-3100
Rocket Insurance Group, LLC	1700 Patrick Way Suite C	Bowling Green	KY	42104	270-600-3202
Michael B. Guimares Jr *	151 Samoset St.	Plymouth	MA	02360	774-200-0120
Carolina Insurance Advocates, LLC	4214 Fayetteville Road	Durham	NC	27713	919-823-9225
JJI Ventures LLC	160 West New York Ave 2A	Southern Pines	NC	28387	910-490-3872
Top Tier Insurance LLC	331 Village Pointe Plaza Suite 2A	Omaha	NE	68118	402-800-6500
Victory of Nevada LLC	5588 S. Fort Apache Road, Ste 100	Las Vegas	NV	89148	(702) 324-0737
Bayside Holdings, LLC	2701 Evanston Ave	Erie	PA	16506	814-450-9186
Bucks Mont Agency Services Inc.	423 North Main Street	Doylestown	PA	18901	(267)669-1890
Jamison Insurance, LLC	2701 York Road	Warrington	PA	18929	267-508-2074
We Insure Expert Solutions *	TBD	TBD	PA	TBD	(215) 607-3535
Insurance Advocates LLC	186 Fresh Drive	Myrtle Beach	SC	29579	843-491-6995
Preferred Agency, LLC	801 Decatur Pike	Athens	TN	37303	423-427-6647

14 Stars LLC *	12000 Richmond Ave	Houston	TX	77082	(346)483-4720
CC&R Investments, LLC	8131 W. Hausman Rd	San Antonio	TX	78249	210-942-3860
Complete Insurance Services LLC	7410 Westview Drive	Houston	TX	77055	281-982-1452
Stinson Real Estate Interest Partners, LLC *	800 Town and Country Blvd, Suite 500	Houston	TX	77024	(346) 483-8181
WB Insurance Agency, LLC	2127 S Great Southwest Pkwy #205	Grand Prairie	TX	75015	682-339-6621

**Franchisees with an (*) next to their name have signed a franchise agreement but have not yet opened their outlet.*

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.					
Business Name (If Operating as Business)	**Street Address**	**City**	**State**	**Zip Code**	**Phone**
Elite Insurance Alliance, LLC	2450 Donaghey Ave	Conway	AR	72032	(501) 380-8979
EPL Insurance Group LLC	6065 E University Dr. Ste B	Mesa	AZ	85205	(480) 536-8273
Rise Insurance LLC	175 Church Street	Naugatuck	CT	06770	(475)250-3360
Thompson Endowment, LLC	16394 Samuel Paynter Boulevard Unit 203	Milton	DE	19968	(302) 337-6960
AFH Insurance LLC *	2630 Edgewater Drive	Orlando	FL	32804	407 606-4340
Big Blue Parrot Insurance LLC	701 Enterprise Rd East, Ste 203	Safety Harbor	FL	34695	727 435-8140
Curtis Raven	1402 West Fletcher Avenue	Tampa	FL	33612	813-537-3750
E & G Insurance Corp	4545 NW 7th St, Suite 10	Miami	FL	33126	786-687-2017
Jorge Perez	55 Weston Road, Suite 208	Weston	FL	33326	754-356-2342
Joyce Jackson Insurance Agency, LLC +	3900 Clark Rd Ste D2	Sarasota	FL	34233	941-706-2317
Kairos Asset Management, LLC +	7850 NW 146th Street Suite 511	Miami Lakes	FL	33016	(786) 648-6463
Kevin Acker	1155 Louisiana Ave, Suite 110	Winter Park	FL	32789	321-344-1152
Latino Insurance LLC	2100 Orinoco Drive Suite 108	Orlando	FL	32837	407-612-7622
Liberty Financial Group LLC	1616 Concierge Blvd, Ste. 100	Daytona Beach	FL	32117	561-626-1261
New Born Ventures, Inc. +	9957 Moorings Drive, Bldg 304, Ste 2	Jacksonville	FL	332257	904-416-3308
Next Level Group LLC +	10600 Chevrolet Way, Suite 220	Estero	FL	33928	(239) 317-0759
Solutions Insured Partners Corp.	6525 3rd Street	Rockledge	FL	32955	(321) 499-1397
The Stone Insurance Group of Florida LLC	8000 SW 117th Ave. PH-A	Miami	FL	33183	786-670-9813
Trusted Insurance Consultants, LLC	17953 Hunting Bow Circle, Ste 101	Lutz	FL	33558	813-579-1605

Way Insurance Agency, Inc. +	9140 Baymeadows Park Dr Ste 3S	Jacksonville	FL	32256	904-416-3301
Class & Co Brokerage, LLC	1175 Canton Street	Roswell	GA	30075	(678) 905-5190
HMP Group, LLC	1350 Scenic Highway Suite 266	Snellville	GA	30078	678-941-6725
The Whitmore Agency LLC	1755 North Brown Rd., Ste. 200	Lawrenceville	GA	30043	770-759-0260
Ross Viner & Associates, Inc.	1603 N Chapel Hill Suite 100	Wichita	KS	67206	(316) 600-0520
Urban Cool Home Services LLC	910 1/2 E Douglas Ave	Wichita	KS	67202	316 392 2100
Insure The Bluegrass, LLC	203 Ruccio Way	Lexington	KY	40503	859-440-1007
OMG WE BE, LLC	150 Charlois Blvd, Suite 200	Winston-Salem	NC	27103	(336) 370-5830
We Insure NC, LLC	3210 Fairhill Drive, Suite 150	Raleigh	NC	27612	984-224-6103
PAYSOCKSON INSURANCE AGENCY INC	584 Route 9	Fishkill	NY	12524	(845) 366-2361
Red 1 Insurance, LLC	929 Eastwind Drive #206	Westerville	OH	43081	614-592-2800
Kim Lyndon	Launch Model	Clackamas	OR	97015	503 917 5001
MHDM 4, LLC +	375 Valley Brook Road	McMurray	PA	15317	724-381-2548
Preston Guyton, Josh Meetre, Nick Strumke	Launch Model	Myrtle Beach	SC	29572	843-457-3994

+ Franchisees with an (+) next to their name completed transfers during Fiscal Year 2025; Details below.

New Born Ventures, Inc. was purchased by Windsor Insurance Group, LLC effective 1/1/25; outlet subsequently closed.

Next Level Group LLC was purchased by Top Notch Insurance Services LLC effective 2/1/25; outlet subsequently closed.

Kairos Asset Management, LLC was purchased by Leal Insurance Group, Inc. effective 9/1/25; outlet subsequently closed.

Way Insurance Agency, Inc. was purchased by The Insurance Experts, Inc. effective 9/1/25; outlet subsequently closed.

Joyce Jackson Ins., Inc. was purchased by Sprouse Insurance Agency, LLC effective 10/1/25; outlet subsequently closed.

MHDM 4, LLC was purchased by Jamison Insurance, LLC effective 10/15/25; outlet subsequently closed.

EXHIBIT G

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE FRANCHISE ADMINISTRATORS

California
Department of Financial Protection and Innovation
651 Bannon Street, Suite 300
Sacramento, CA 95811
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 Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
Phone 701-328-2910

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 Edgar 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
651 Bannon Street, Suite 300
Sacramento, CA 95811

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 H
STATE ADDENDA AND AMENDMENTS

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND EACH APPLICABLE FRANCHISE AGREEMENT FOR THE FOLLOWING STATES:

CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

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.

California State Addendum disclosures:

1. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.
2. 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.
3. 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.
4. 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.
5. 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.).
6. 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.
7. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
8. 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.
9. The franchise agreement requires the application of the laws of Florida. This provision may not be enforceable under California law.
10. 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.
11. 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).
12. 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.

13. 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.
14. The highest interest rate allowed in California is 10% annually.
15. 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.
16. 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.

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."

Accordingly, the following section of the Franchise Agreement shall be deleted in its entirety for California residents and franchisees: Section29: Acknowledgments.

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. In accordance with Section 20022(h) of the California Franchise Investment Law, upon termination or nonrenewal of a franchise, any right that a franchisor may have to offset amounts owed to a franchisee by amounts owed to franchisor by franchisee shall be limited (a) to such amounts agreed to by franchisee or (b) by a final adjudication as to amounts owed received by franchisor.

- Section 16(h) of the Franchise Agreement shall be amended to add the following: "Notwithstanding the foregoing, franchisor shall only be entitled to offset such amounts owed to the franchisee if (a) such amounts were agreed to by franchisee or (b) there was a final adjudication as to amounts owed received by franchisor."

5. All transfers of an existing franchise, all or substantially all of the assets of an existing franchise business, or an interest in an existing franchise business shall be done in compliance with Section 31126 of the California Franchise Investment Law.

- Section 14(b) of the Franchise Agreement shall be amended to add the following: "Notwithstanding anything to the contrary set forth above, Franchisor must notify prospective franchisees of the approval or disapproval of their transfer application within 60

> days after receiving the information required from the franchisee. The franchisor's notice must be in writing and delivered to the prospective franchisee by email, courier, or certified mail. If the prospective franchisee's application is denied, the franchisor's notice must set forth the reasons for the disapproval."

6. As required by Section 31212 of the California Franchise Investment Law, no franchisor shall refuse to grant a franchise, or refuse to provide financial assistance, to a franchisee or prospective franchisee that has been granted or provided to other similarly situated franchisees or prospective franchisees based solely on any characteristic of the franchisee or prospective franchisee, or any characteristic of the composition of the neighborhood or geographic area where the franchise is located or the proposed franchise would be located, listed or defined in subdivision (b) or (e) of Section 51 of the Civil Code. Nothing in this section shall be interpreted to prohibit a franchisor from granting a franchise to a prospective franchisee as part of a program to make franchises available to persons lacking the capital, training, business experience, or other qualifications ordinarily required of franchisees, or any other affirmative action program adopted by the franchisor.

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:____________________________

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Hawaii Franchise Investment Law:

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

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

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

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:	FRANCHISEE**:**
We Insure, LLC	
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, , 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.

6. 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.

The parties are signing this addendum concurrently with the Franchise Agreement and Franchise Related Agreements to which it is attached.

FRANCHISOR: **WE INSURE, LLC**	FRANCHISEE**:**
By:____________________	By:_________________________
Its:____________________	Its:_________________________
Date:__________________	Date:_________________________________

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:

- **Special Risk Factor**:

  Turnover Rate: During the last 3 years, a large number of franchised outlets (105), which is a high percentage of franchised outlets (more than 40%) were either terminated, not renewed, re- acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

- 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.

- NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

- No statement, questionnaire, or acknowledgement 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 with the franchise.

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

NEW YORK STATE ADDENDUM TO FDD

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 RESOURCES 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 THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN 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 THAT 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, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations. Rev. April 2, 2024

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the nonwaiver 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 a 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 of forum," and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

<u>NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT</u> 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".

<u>ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT</u>
<u>FOR THE STATE OF VIRGINIA</u>

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:

<u>Additional Disclosure</u>. 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 FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a

transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for

inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

    As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Fee Deferral: The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

20. Section 29 shall be amended and restated in its entirety as follows:

29. ACKNOWLEDGMENTS

Franchisee hereby expressly acknowledges the following:

(a) INTENTIONALLY DELETED.

(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) INTENTIONALLY DELETED.

(e) INTENTIONALLY DELETED.

(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) INTENTIONALLY DELETED.

(h) INTENTIONALLY DELETED.

(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) INTENTIONALLY DELETED.

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.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this ______________ day of __________________________________ 20______.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

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 I

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.

This Release is not intended to apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100.220 and the rules adopted thereunder.

IN WITNESS WHEREOF, the undersigned execute this Release as of the date above.

[SIGNATURE BLOCK]

EXHIBIT J

PRE-CLOSING QUESTIONNAIRE

PRE-CLOSING QUESTIONNAIRE

[*To be completed by Franchisee and all Owners before signing Franchise Agreement*]

DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE A RESIDENT OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN OR THE BUSINESS TO BE OPERATED IS IN CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

As you know, you and We Insure LLC (the "Franchisor") are about to enter into a franchise agreement for the development, opening and operation of a We Insure ® franchised outlet (the "Outlet"). The purpose of this Questionnaire is to determine if any improper sales practices have occurred, including, whether any statements or promises were made to you Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question. **The answers you provide in this Questionnaire are material to Franchisor and Franchisor is relying on all such answers in agreeing to enter into a franchise relationship with you.**

1. Have you received and personally reviewed Franchisor's Franchise Disclosure Document?

Yes____ No____

2. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes____ No____

3. Have you received and personally reviewed the We Insure LLC Franchise Agreement and all accompanying Exhibits?

Yes____ No____

4. Has any employee or other person speaking on behalf of Franchisor made any statement, representation or promise concerning the revenue, profits or operating costs of a We Insure ® Outlet operated by Franchisor or any of its affiliates?

Yes____ No____

5. Has any employee or other person speaking on behalf of Franchisor made any statement, representation (aside from the disclosure provided in Item 19 of the FDD) or promise concerning the revenue, profits or operating costs of a We Insure® Outlet operated by a franchisee?

Yes____ No____

6. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning any We Insure® Outlet that is contrary to, different from, or in addition to, the information contained in the Disclosure Document?

Yes____ No____

7. Has any employee or other person speaking on behalf of Franchisor made any statement or promise regarding the amount of money you may earn or revenue you may derive in operating a We Insure® Outlet ?

Yes____ No____

8. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning the amount of revenue a We Insure ® Outlet will generate?

Yes____ No____

9. Has any employee or other person speaking on behalf of Franchisor made any statement or promise regarding the costs you may incur in operating a We Insure® Outlet that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No____

10. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a We Insure ® Outlet?

Yes____ No____

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

Yes____ No____

12. Do you understand that Franchisor's approval of a location for the Outlet does not constitute an assurance, representation or warranty of any kind as to the successful operation or profitability of the Outlet at the location?

Yes____ No____

13. Do you understand that the approval of Franchisor of a financing plan for operation of the Outlet does not constitute any assurance that such financing plan is favorable, or not unduly burdensome, or that the Outlet will be successful if the financing plan is implemented?

Yes____ No____

14. Do you understand that in all dealings with you, the officers, directors, employees and agents of Franchisor act only in a representative capacity and not in an individual capacity and such dealings are solely between you and Franchisor?

Yes____ No____

If you have answered "Yes" to any of questions 4 through 11, please provide a full explanation by attaching an additional page. You understand that your answers are important to us and that we will rely on them.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

PROSPECTIVE FRANCHISEE/APPLICANT:

By:____
Print Name:____________________________________
Date:____

By:____
Print Name:____________________________________
Date:____

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	
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 give 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 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323. Its phone number is (855) 483-3901.

Issuance Date: April 28, 2026

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

Name of Franchise Seller	Address	Telephone Number
Jay Wolfberg	1560 Sawgrass Corporate Parkway 4th Floor Sunrise, FL 33323	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 28, 2026 which included the following Exhibits:

Exhibit A - Financial Statements
Exhibit B - Franchise Agreement
Exhibit C - Form of Promissory Note and Guaranty
Exhibit D – Purchase and Sale Agreement
Exhibit E – Ops Manual Table of Contents
Exhibit F – List of Current and Former Franchisees
Exhibit G – List of State Administrators and Agents for Service of Process
Exhibit H– State Addenda and Amendments
Exhibit I– General Release Language
Exhibit J – Pre-closing Questionnaire
Exhibit K– State Effective Dates & Receipt Pages

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 give 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 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323. Its phone number is 855-483-3901.

Issuance Date: April 28, 2026

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

Name of Franchise Seller	Address	Telephone Number
Jay Wolfberg	1560 Sawgrass Corporate Parkway 4th Floor Sunrise, FL 33323	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 28, 2026 which included the following Exhibits:

Exhibit A - Financial Statements
Exhibit B - Franchise Agreement
Exhibit C - Form of Promissory Note and Guaranty
Exhibit D – Purchase and Sale Agreement
Exhibit E – Ops Manual Table of Contents
Exhibit F – List of Current and Former Franchisees
Exhibit G – List of State Administrators and Agents for Service of Process
Exhibit H – State Addenda and Amendments
Exhibit I – General Release Language
Exhibit J – Pre-closing Questionnaire
Exhibit K– State Effective Dates & Receipt Pages

Date:______________________________ Signature: ____________________________

Sign, date, and return this receipt to Us.