



## FRANCHISE DISCLOSURE DOCUMENT

### BRIGHTWAY INSURANCE, LLC

a Florida limited liability company  
3733 University Boulevard West, Suite 100  
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Facsimile: 904-764-9517  
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The franchisee (which we refer to as an “Agency Owner”) will operate a Brightway Location that will primarily engage in the business of selling, servicing and delivering property and casualty insurance policies, but that may also offer certain other insurance services to its clients. As an Agency Owner, you will enter into a Franchise Agreement with us.

The total investment necessary to begin operation of a single Brightway retail franchise (a “Retail Agency”) is \$56,900 to \$159,500. This includes a \$50,000 initial fee that must be paid to the franchisor or its affiliate(s), which may be paid in lump sum or financed with a down payment of \$25,000.

Additionally, we offer franchisees the right to operate a Brightway franchise from a professional office space. The total investment necessary to begin operation of a single Brightway franchise from a professional office space (an “Office Agency”) is \$27,100 to \$82,700. This includes \$15,000 to \$30,000 that must be paid to the franchisor or its affiliate(s).

By purchasing a Retail Agency or Office Agency and meeting certain qualifications, you automatically have the right to open additional Brightway Locations of the same type without payment of any initial fee associated with the additional Franchise Agreement(s).

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, us or our affiliates in connection with the proposed franchise sale. **Note that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Compliance department at [compliance@brightway.com](mailto:compliance@brightway.com) or 904-483-3584.

The terms of your Franchise Agreement will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your Franchise Agreement. Read the entire Franchise Agreement carefully. Show your Franchise Agreement and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://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 3, 2024

## 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   |
|--|---|
| <b>How much can I earn?</b>  | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E. |
| <b>How much will I need to invest?</b>   | 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.  |
| <b>Does the franchisor have the financial ability to provide support to my business?</b> | Item 21 or Exhibit A includes financial statements. Review these statements carefully.  |
| <b>Is the franchise system stable, growing, or shrinking?</b>                            | Item 20 summarizes the recent history of the number of company-owned and franchised outlets.  |
| <b>Will my business be the only Brightway Insurance business in my area?</b>             | Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.   |
| <b>Does the franchise have a troubled legal history?</b>                                 | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.  |
| <b>What’s it like to be a Brightway franchisee?</b>                                      | Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.   |
| <b>What else should I know?</b>  | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.   |

## What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

### Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See Exhibit G for 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 all 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 you more to mediate or litigate in Florida than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” to see whether your state requires other risks to be highlighted.

**Table of Contents**

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

ITEM 2: BUSINESS EXPERIENCE ..... 4

ITEM 3: LITIGATION ..... 6

ITEM 4: BANKRUPTCY..... 6

ITEM 5: INITIAL FEES ..... 6

ITEM 6: OTHER FEES..... 7

ITEM 7: ESTIMATED INITIAL INVESTMENT ..... 14

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES ..... 19

ITEM 9: FRANCHISEE’S OBLIGATIONS ..... 24

ITEM 10: FINANCING ..... 26

ITEM 11: FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS & TRAINING ..... 28

ITEM 12: TERRITORY..... 37

ITEM 13: TRADEMARKS..... 39

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION..... 40

ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS..... 42

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL ..... 42

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION ..... 43

ITEM 18: PUBLIC FIGURES ..... 49

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS ..... 49

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION..... 58

ITEM 21: FINANCIAL STATEMENTS ..... 64

ITEM 22: CONTRACTS..... 64

ITEM 23: RECEIPTS ..... 65

**Exhibits**

|           |  |           |   |
|-----------|--|-----------|---|
| Exhibit A | Financial Statements   | Exhibit I | Franchisee Disclosure Questionnaire                           |
| Exhibit B | Franchise Agreement  | Exhibit J | Affidavit Regarding Existing Contractual Obligations          |
| Exhibit C | Sample Termination and Release Agreement                       | Exhibit K | Collateral Assignment of Lease                                |
| Exhibit D | Table of Contents of Confidential Operating Manual             | Exhibit L | Confidentiality and Non-Competition Agreement                 |
| Exhibit E | List of Current and Former Brightway Locations                 | Exhibit M | Office Agency Initial Fee Note; Retail Agency Conversion Note |
| Exhibit F | Retail Agency Initial Fee Note                                 | Exhibit N | Guarantee of Performance                                      |
| Exhibit G | State Specific Addenda   | Exhibit O | State Effective Dates Page                                    |
| Exhibit H | List of State Administrators and Agents for Service of Process | Exhibit P | Receipts  |

**CERTAIN STATES REQUIRE FRANCHISORS TO MAKE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE DISCLOSURES, IF ANY, ARE CONTAINED IN EXHIBIT G TO THIS DISCLOSURE DOCUMENT.**

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

To simplify the language in this Disclosure Document, “we,” “us” or “Brightway” means Brightway Insurance, LLC, a Florida limited liability company, the franchisor. “You” or “Agency Owner” means the person or legal entity that buys the franchise, and we generally require that our Agency Owners be legal entities instead of individuals. If you are a corporation, partnership or limited liability company, certain provisions of this Disclosure Document also apply to your owners. To fully understand all of your rights, our rights, and our obligations to each other, you must still carefully review the actual agreements you will execute. These will control if there is any dispute between us.

**Brightway and Predecessors**

Brightway is a Florida limited liability company formed on August 1, 2003. Originally, we were incorporated as “Miller Insurance Group, Inc.,” and only began doing business under the name “Brightway Insurance” in May 2007. From that date until December 8, 2021, when we converted to a limited liability company, we were organized as a Florida corporation under the name Brightway Insurance, Inc. In certain states, we may also do business as “Brightway Insurance Agency.” We do not do business under any name other than our limited liability company name and the names “Brightway Insurance” and “Brightway Insurance Agency.” We began selling franchises in 2008. We officially changed our entity name to “Brightway Insurance, Inc.” in August 2010, and converted the corporation to Brightway Insurance, LLC in December 2021.

We have operated a business similar to those being franchised under this Disclosure Document since 2003. In September 2003, we acquired the assets of an insurance agency known as Jennings Insurance Agency, Inc., which was at the time one of the oldest Nationwide Insurance Agencies operating within the State of Florida (in operation since 1961). The office of this agency was located at 9263 Lem Turner Road, Jacksonville, Florida 32208, and this office was closed in September 2013. Our principal place of business and corporate office is now located at 3733 University Boulevard West, Suite 100, Jacksonville, Florida 32217. Our corporate office is located in an 86,000 square foot office building in the heart of Jacksonville, Florida, and also houses our centralized Engagement Center.

Our registered agent for service of process is listed in [Exhibit H](#). We have offered franchises for businesses similar to the type offered in this Disclosure Document since February 2008. We do not have any predecessors that offered franchises. We have not offered franchises in any other line of business. Our affiliate First City Insurers, LLC (“FCI”), a Florida limited liability company with an address of 3733 University Boulevard West, Suite 300, Jacksonville, Florida 32217 is a managing general agent that may offer certain brokerage services to our franchisees as well as other third parties. FCI was formed in November 2017 and first began offering services to our franchisees in September 2018. In addition, GrowthCurve Capital (a private equity firm) holds membership interests in a parent of Brightway. GrowthCurve Capital and FCI have not offered franchises in any line of business.

We have five parent companies, including (i) Brightway Holdings, LLC, a Delaware limited liability company, (ii) BWI Intermediate Holdings, LLC, a Delaware limited liability company, and (iii) BWI TopCo, LLC, a Delaware limited liability company. These three parent companies share a principal business address at 3733 University Boulevard West, Suite 100, Jacksonville, Florida 32217. The remaining two parent companies are BWI Parent, LLC, a Delaware limited liability company, and Brightway GCC Member LP, a Delaware limited partnership, which share a principal business address at 1301 Avenue of the Americas, 38th Floor, New York, NY 10019. Except as described above, we have no parents, predecessors or affiliates that are required to be disclosed in this Item.

## **Business - Overview**

We have established and have licensed others the right to develop and operate an insurance business that is primarily engaged in the business of offering, selling and servicing property and casualty insurance policies but which also offers other insurance, such as life insurance. In addition to our two company-owned locations, as of December 31, 2023, we had 333 operating franchised Brightway Locations owned by Agency Owners.

As described in more detail below, we have created several programs and opportunities for individuals to enter the Brightway System at the appropriate level and progress at the time that is best for them. These options include: (a) the lower-cost Office Agency franchise model, where one or more individuals operate from a professional office space; (b) our Retail Agency franchise model, where three or more individuals operate from retail office space; and (c) our enterprise franchise models, where existing Agency Owners participate in our option program and/or Multi-Unit Program and operate multiple Brightway Locations. Our goal is to create an ecosystem that allows individuals to start in the right place with the possibility of building an enterprise any size they wish in the future.

Additionally, we may pursue relationships with affinity partners to secure additional channels to sell insurance, which will directly benefit our customers as well as our franchisees by providing them with leads or passive income. We may enter into certain national account agreements with affinity partners or others, pursuant to which we will receive insurance sales leads and potential customer information which we may distribute to qualified Agency Owners. You may be required to participate in marketing campaigns with any affinity partners we designate. As an insurance distribution company with a dedicated Engagement Center providing support to our customers, we may also pursue other channels of distribution, both branded and unbranded. Other than the franchise and insurance distribution activities described in this Item 1, we currently do not engage in any other lines of business.

## **The Franchise Offered**

Pursuant to this Disclosure Document, we offer you the opportunity to execute a Franchise Agreement, in the form attached as Exhibit B, which allows you to develop and operate a single Brightway Location under certain trade names, trademarks, service marks and/or indicia of origin that we license you the right to use (“Licensed Marks”). Brightway Locations operate according to a distinctive format, appearance and operating procedures. We have described our mandatory and recommended standards and procedures in our Confidential Operating Manual.

We offer franchises for two distinct models – a Brightway Location operated from a retail space (a “Retail Agency”) and a Brightway Location operated from a professional office space (an “Office Agency”). For the purposes of this Disclosure Document, Retail Agencies and Office Agencies are collectively referred to as “Brightway Locations.”

Your business will be located at a site approved by us. You may not relocate your business location without our consent, and you may only relocate to a new location approved by us. Most frequently, our Retail Agencies are located in retail areas such as strip malls or similar buildings, but may be located in a free-standing building or any other space we determine in our sole discretion constitutes a retail office space. Office Agencies are typically located in office parks or similar buildings, but may be located in any approved professional office space.

You are not required to be a licensed insurance agent to acquire a franchise. However, your Brightway Location must at all times be operated under the direct supervision of a licensed insurance agent who you designate as



your “Principal.” Your Principal must be licensed by all applicable governmental and other regulatory authorities, successfully complete our required training and be approved in writing by us. Our grant of a franchise to you authorizes you to access the services provided by us, including access to the insurance carriers and other companies with which we have active contracts (“Contracted Companies”). We will, at our sole discretion and with our Contracted Companies’ approval, determine which Contracted Companies you may use, as well as which lines of insurance business and specific policy types you may sell with such Contracted Companies. The primary service which will be offered by you will be property and casualty insurance. However, we may authorize you to offer other products or services, including other types of insurance and other products and services geared around protecting families.

You are required to process all applications for insurance policies and other products exclusively through the facilities and systems of Brightway. Brightway, and not you, will be the “agent of record” for all policies sold, renewed, serviced or delivered through your Brightway Location. As compensation for your efforts, we will pay you a percentage of the sales commissions we receive from the Contracted Companies on client accounts you generate. Unlike a traditional franchise in which the franchisee generally pays the franchisor a monthly royalty fee based upon the franchisee’s gross sales, all “Brightway Sales Commissions” are paid directly to us by the Contracted Companies and we, in turn, forward you a certain percentage of these commissions on a monthly basis, as described in more detail in Item 6.

Our primary goal is to provide our Agency Owners with a “turn-key” solution for marketing primarily property and casualty insurance. Our built-in efficiencies allow our Agency Owners to produce greater sales with less staff than a traditional insurance agency. We accomplish this by linking our Agency Owners’ offices to our Engagement Center for comprehensive after-the-sale customer support. In addition, our Agency Owners are required to follow “Brightway Technology Specifications,” which incorporate technology solutions that enable seamless interface, along with agency coaching systems that provide improved work-flows and efficiencies. Perhaps the greatest help in lowering the threshold for entry into the insurance business is the unique way we simplify the operation and daily management of a Brightway Location. To increase productivity in the Brightway Location, we perform essentially all of the after-the-sale service the Agency Owners’ client accounts require at our centralized customer Engagement Center. Taking this ongoing service burden away from the Brightway Location makes opening and managing a successful insurance agency easier. Further, we provide certain other “back-office” support to the Brightway Location, including but not limited to accounting, data analytics, marketing, communications, website and social media, sales expertise, training, telephony and IT infrastructure, and systems. This comprehensive system of business support is what separates us from the rest and what defines the “Brightway System” (also referred to as the “System” in this Disclosure Document).

We also provide Agency Owners with the ability to build a true enterprise and operate multiple Brightway Locations, leveraging individual economies of scale, expanding geographically into different states and sharing work across Brightway Locations.

### **Multi-Unit Program**

By purchasing a Retail Agency or Office Agency and meeting certain qualifications, you automatically have the right to open additional Brightway Locations of the same type without payment of any initial fee associated with the additional Franchise Agreement. In order to exercise this option, you must meet any performance benchmarks defined by us, not have received a default notice from us with respect to your initial Brightway Location, and you must execute our then-current form of Franchise Agreement for both your initial Brightway Location and the additional location. The operation of the additional location shall be governed by our then-current form of Franchise Agreement (the “Additional Franchise Agreement”), the terms of which may materially

differ from the terms of your first Franchise Agreement. No initial franchise fee shall be due and payable under the Additional Franchise Agreement.

### **Market and Competition**

The market for your services will be the general public. The market for insurance agencies is competitive and developed. Agencies that are operated by Brightway and by other franchisees, including those developed in the future, may have an effect on the sales of your Brightway Location. You will also be competing with other independent and captive insurance agencies that offer the same types of products and services that you do. These agencies may be associated with national or regional insurance companies (franchised or not) or they may be local, single agency locations. You will also compete with other insurance agencies that offer products different than those offered by Brightway.

Your competitive advantage in the marketplace will also be based on your adherence to our processes, standards and guidelines, as well as your entrepreneurial and managerial abilities and focus on building relationships with referral sources and others in your community, along with your ability to meet individual customer's needs for insurance protection. The ability of each Brightway Location to compete also depends on its location, service, employee attitudes, overhead, changing local market and economic conditions, and many other factors both within and outside your control. Local market conditions, regulatory restrictions, weather events and other related factors will also have an impact on your ability to secure appointments and/or write new business with Contracted Companies.

### **Industry Specific Laws**

The insurance industry is regulated at the state level, and you will be subject to all licensure and other laws and regulations applicable to the operation of an insurance agency. You will also be subject to certain minimum continuing education requirements specified by such laws and regulations. In addition, there are other local, state and federal laws and regulations applicable to businesses generally with which you must comply, including zoning laws, labor laws and the Fair Labor Standards Act, workers' compensation laws, business licensing laws, tax regulations, anti-terrorism laws, and the Americans with Disabilities Act. You must also obtain all real estate permits and licenses and operational licenses necessary to operate the Brightway Location.

We are not required to provide any guidance regarding compliance with these laws and regulations, and any guidance that is provided is not guaranteed to be complete or accurate. You should consult with your attorney concerning these and other laws, regulations and ordinances that may affect the operation of your business. You are solely responsible for investigating and complying with all of these applicable laws, regulations, and other requirements, despite any advice or information that we may give you. We have not researched any of these laws to determine their applicability to your Brightway Location. You will also be required to comply with all of our rules and procedures, as well as those of the Contracted Companies.

## **ITEM 2: BUSINESS EXPERIENCE**

### **Chief Executive Officer: Nick Clements**

Mr. Clements joined Brightway in March 2024 as the Chief Executive Officer. Previously, Mr. Clements served as President - Credit Cards for OneMain Financial in Charlotte, North Carolina from November 2020 until February 2024. Prior to that, Mr. Clements was employed by LendingTree in Charlotte, North Carolina as the Head of

Mortgage and Student Lending from February 2019 until October 2020, and as the Head of SEO/Content from June 2017 until February 2019.

**Chief Operating Officer and Chief Financial Officer: Clayton Vigrass**

Mr. Vigrass joined Brightway in May 2023 as our Chief Operating Officer. Mr. Vigrass also served as our Interim Chief Financial Officer from September 2023 until February 2024, when he was appointed Chief Financial Officer. Previously, Mr. Vigrass served as agency owner of Brightway Insurance, The Vigrass Family Agency located in St Petersburg, Florida from September 2020 through April 2023, and as SVP of Operations & Southeast CFO of USI Insurance Services located in Tampa, Florida from April 2007 through May 2019.

**Chief Revenue Officer: Rick Fox**

Mr. Fox joined Brightway in October 2022 as our Chief Revenue Officer. Previously, Mr. Fox served as Senior Vice President, Head of Sales of Vertafore in Denver, Colorado from March 2019 through October 2022, and as President of Agency Revolution in Bend, Oregon from August 2016 through March 2019.

**Head of Sales: Brendan Gaine**

Mr. Gaine has served as our Head of Sales since May 2022. Prior to joining Brightway, Mr. Gaine was the Executive Relationship Manager – Major Trading Partner Engagement for QBE North America, St. Louis, Missouri, from September 2015 to April 2022.

**Vice President of Accounting: Jessalyn Spendley**

Ms. Spendley has served as our Vice President of Accounting since December 2019, and previously served as our Director of Accounting from November 2010 to December 2019.

**Senior Director of Compliance: LeAnne M. Martinez**

Ms. Martinez served as our Director of Compliance from September 2014 until May 2022. Since May 2022, Ms. Martinez has served as our Senior Director of Compliance.

**Chief Experience Officer: Elish Kahn**

Mr. Kahn joined Brightway in May 2022 as our Head of Customer Experience. Mr. Kahn has served as our Chief Experience Officer since February 2024. Previously, Mr. Kahn served as Managing Director of Accenture LLP in Philadelphia, Pennsylvania, from January 2017 until April 2022.

**Chief Technology Officer: Shane Blazek**

Mr. Blazek joined Brightway in February 2023 as our Chief Technology Officer. Previously, Mr. Blazek served as VP of Engineering at Mylo in Kansas City, Missouri from April 2016 through August 2021, and as Head of Technology at Vouch in San Francisco, California from August 2021 through February 2023.

**ITEM 3:  
LITIGATION**

**Concluded Litigation**

Eurohold Investments, LLC, Peter Linke and Eva Linke v. Brightway Insurance, Inc. et al. (Case No. 3:19-cv-528-J-34JBT, United States District Court for the Middle District of Florida). In May 2019, one of our franchisees filed a complaint against us, our affiliate, and two of our principals regarding an addendum permitting the franchisee to offer additional types of insurance. The claims asserted include breach of contract, violation of the Texas Deceptive Trade Practices Consumer Protection Act, violation of the Florida Deceptive and Unfair Trade Practices Act, violation of the Texas Business Opportunity Act, fraudulent inducement and fraud, and negligent misrepresentation. The parties amicably resolved this matter following mediation. Under the terms of the settlement, we paid certain monetary consideration to the franchisee in exchange for dismissal of all claims with prejudice and the franchisee's execution of a new Franchise Agreement and addendum for a full five-year term.

Other than this action, no litigation must be disclosed in this Item.

**ITEM 4:  
BANKRUPTCY**

No bankruptcy information must be disclosed in this Item.

**ITEM 5:  
INITIAL FEES**

**Initial Fee**

The initial fee for a Retail Agency is \$50,000 if paid in lump sum, or \$65,068 if a portion is financed by us. If you elect to finance a portion of the initial fee for a Retail Agency, you will pay \$25,000 upon signing your Franchise Agreement, and the remaining \$40,068 balance will be paid in monthly installments of \$742 beginning on the date of the first commission run in the 7<sup>th</sup> month after opening your Brightway Location, pursuant to the promissory note attached to this Disclosure Document as Exhibit F.

The initial franchise fee for an Office Agency is \$30,000 if paid in lump sum, or \$39,030 if a portion is financed by us (each of the foregoing, the "Initial Fee"). If you elect to finance a portion of the Initial Fee for an Office Agency, you will pay \$15,000 upon signing your Franchise Agreement, and the remaining \$24,030 balance will be paid in monthly installments of \$445 beginning on the date of the first commission run in the 7<sup>th</sup> month after opening your Brightway Location, pursuant to the promissory note attached to this Disclosure Document as Exhibit M.

The lump sum portion of the Initial Fee is payable to us in full on the date you sign the Franchise Agreement. If you are a veteran, any non-financed portion of the Initial Fee will be discounted by 10%.

The Initial Fee will not be refundable under any circumstances and is deemed fully earned upon payment in consideration of administrative costs and other expenses incurred by us in granting the franchise to you and our lost opportunity to franchise others.

**Retail Agency Conversion Fee**

We offer qualified Office Agency Owners the opportunity to convert their Office Agency to a Retail Agency. This option is available to Office Agents who meet our then-current minimum performance and operational criteria, which are subject to change and may include, without limitation, having a sufficiently large book of business and operating in good standing for a certain period of time. Qualified Agency Owners must pay a “Retail Agency Conversion Fee,” the amount of which will depend on the location of the existing Office Agency and whether the Retail Agency Conversion Fee is financed or paid in lump sum. If paid in full, the Retail Agency Conversion Fee is \$20,000. You may also finance a portion of the Retail Agency Conversion Fee pursuant to the promissory note attached to this Disclosure Document as Exhibit M. To opt into the financing option, you must pay a lump sum conversion fee of Five Thousand Dollars (\$5,000), and execute the promissory note with a principal amount of \$24,030. The financed portion of the Retail Agency Conversion Fee shall be paid in monthly installments beginning on the date of the first commission run in the 7th month after opening the agency. If the agency has already been open for at least 6 months, the first payment will be due the month following execution of the promissory note. Qualified Agency Owners who want to finance the Retail Agency Conversion Fee must pay in full any outstanding promissory note balance(s) with us before we will grant additional financing. Converted Retail Agencies will be eligible to participate in the “Horizons” incentive program on the same terms and conditions as other Retail Agencies. See Item 6. To convert an Office Agency to a Retail Agency, you may be required to enter into our then-current form of Retail Agency Conversion Addendum.

**Multi-Unit Program**

We offer existing, qualified Agency Owners an option to open additional Brightway Locations of the same type currently operated. No initial franchise fee shall be due and payable under the Additional Franchise Agreement for the additional location. You must meet our then-current minimum performance and operational standards to exercise this option.

**ITEM 6:  
OTHER FEES**

Our System is unlike traditional franchises, where all fees are paid by the franchisee to the franchisor. As described below, all commission income from the Contracted Companies is paid directly to us, and we then pay a portion of these commissions to our Agency Owners as compensation. The following table, together with its footnotes, describes such compensation and also lists the fees and other expenses you are required to pay to us.

| TYPE OF FEE (1)                                    | AMOUNT   | DUE DATE  | REMARKS   |
|--|--|---|---|
| Baseline Sales Commissions Retained – New Business | <p><b>Retail Agency:</b> 15% of Brightway Sales Commissions on New Business (you retain the remaining 85%).</p> <p><b>Office Agency:</b> 20% of Brightway Sales Commissions on New Business (you</p> | Currently, on or about the 2 <sup>nd</sup> business day of each month | Currently, new Retail Agencies and Office Agencies can qualify to retain up to an additional 15% Brightway Sales Commissions on New Business during the initial 24 months of operations, pursuant to our “Sunrise” program. See Note 2 for details. |

|   |   |   |   |
|---|---|---|---|
|   | retain the remaining 80%).  |   |   |
| Sales Commissions Retained – Renewal Business | <p><b>Retail Agency:</b> 45% of Brightway Sales Commissions on Renewal Business (you retain the remaining 55%).</p> <p><b>Office Agency:</b> 50% of Brightway Sales Commissions on Renewal Business (you retain the remaining 50%).</p> | Currently, on or about the 2 <sup>nd</sup> business day of each month | See Note 2.   |
| Retail Agency Conversion Fee                  | \$20,000 if paid in lump sum or \$29,030 if financed by us, with \$5,000 paid in lump sum, and \$24,030 financed.   | After we have determined you meet our then-current criteria           | Existing Office Agents may convert their Brightway Location to a Retail Agency if they meet our then-current minimum performance and operational criteria and pay a Retail Agency Conversion Fee. This varies based on whether the Retail Agency Conversion Fee is financed or paid in lump sum. If paid in full, the Retail Agency Conversion Fee is \$20,000. If the Retail Agency Conversion Fee is financed pursuant to the promissory note attached to this Disclosure Document as <u>Exhibit M</u> , the fee and financed amount shall be \$29,030, with \$5,000 paid in lump sum, and \$24,030 financed. See Item 10.  |
| Agency Owner Shared Expenses                  | Pro-rata portion of expenses borne by Brightway which relate to your business.  | Currently, on or about the 2 <sup>nd</sup> business day of each month | <p>The timing and amount of all Agency Owner Shared Expenses are set forth in our Confidential Operating Manual and are subject to change from time to time.</p> <p>As of this issuance date of this Disclosure Document, the monthly Agency Owner Shared Expenses payable by each agency are approximately equal to: (i) \$500 to \$550 per month for a single producer, plus (ii) an additional \$275 to \$325 per month for each additional producer, plus (iii) an annual Errors and Omissions premium that is determined by our E&amp;O carrier and allocated based on several standard risk allocation factors including premium amount, tenure, and claims history. Most Agency Owner Shared Expenses are billed monthly, however the E&amp;O premium amount may be billed</p> |

|   |   |   |   |
|---|---|---|---|
|   |   |   | <p>quarterly or at some other interval designated by us.</p> <p>By way of illustration, a Retail Agency with three producers total would have an Agency Owner Shared Expense of approximately \$1,050 to \$1,200 per month, plus the annual E&amp;O premium allocation which varies significantly based on size and operational history of the agency.</p> <p>Since the Agency Owner Shared Expenses are not solely determined or retained by us, these amounts are necessarily estimates and subject to change. We reserve the right modify the methodology for determining each Agency Owner's share of the component costs that make up the Agency Owner Shared Expenses. You may incur additional Agency Owners Shared Expenses for required products or services added during the term of your agreement. See Note 3 for additional information.</p> |
| Post-Term Extended Earnings   | Variable  | Paid over 24 months following expiration and non-renewal of Franchise Agreement, under certain circumstances unless waived by you | See Notes 4 and 5.  |
| Other Advertising and Marketing Programs; Cooperative Advertising   | Reasonable cost   | As incurred   | See Note 6.   |
| Costs and Attorneys' Fees Associated with Enforcement or Collection | Our costs and expenses                                    | As incurred   | See Note 7.   |
| Indemnification   | The losses and expenses incurred by us and our affiliates | As incurred   | See Note 8.   |
| Transfer Fee – Majority Interest                                    | Our Initial Fee in effect as of the date of transfer      | Prior to consummation of transfer   | Payable by transferee in the event of a transfer of the Brightway Location to a third party, a transfer of a majority of equity interests (51% or greater) in Agency Owner, or a transfer that results in a change of the   |

|                                  |  |                                   |   |
|----------------------------------|--|-----------------------------------|---|
|                                  | For an Agency Owner owning multiple Brightway Locations, an amount equal to twice the then-current Initial Fee for the type of Brightway Locations to be transferred (regardless of the total number of Brightway Locations involved). |                                   | controlling equity interest in the Agency Owner entity. See Note 5.   |
| Transfer Fee – Minority Interest | \$2,500  | Prior to consummation of transfer | Payable by transferee in the event of a transfer of a minority share of equity interests in Agency Owner, or for transfers that meet the following criteria: (a) the transfer involves a minority owner of the Agency Owner purchasing the equity interests of the majority owner of the Agency Owner; (b) the minority owner was a producer of the Brightway Location for at least five years preceding the transfer; and (iii) the Agency Owner must have paid a full lump sum Initial Fee to Brightway in connection with the original purchase of the Brightway Location. See Note 5. |
| Insurance                        | Premium cost plus administrative costs of 18%  | As incurred                       | If you fail to comply with the minimum insurance requirements set forth in the Franchise Agreement, we have the right to obtain such insurance and you must pay us the premium cost and administrative costs of 18% in connection with our obtaining the insurance.   |
| Supplier/Product Evaluation      | Brightway’s testing costs  | As incurred                       | We provide information about approved suppliers that you and your staff must use in operating your Brightway Location. If we incur any costs in connection with evaluating an unapproved supplier at your request, you or the supplier must reimburse us for our reasonable costs, regardless of whether we subsequently approve the supplier.  |
| Financial Records and Reports    | Cost of preparing required financial reports   | As required by us                 | You must provide us with the type of financial reports that we require.   |
| New Hire Fee                     | \$100 per person new hire fee, plus your costs   | Upon hiring additional personnel  | See Note 9.   |
| Taxes                            | Amount of tax  | As incurred                       | You are required to pay when due any and all federal, state and local taxes levied or   |



|                          |                           |                 |   |
|--------------------------|---------------------------|-----------------|---|
|                          |                           |                 | assessed with respect to the operation of your Brightway Location. You agree to indemnify us in the event that we are held responsible for these taxes.   |
| Bad/No Email Address Fee | \$5 per customer per year | Imposed monthly | You are required to pay a \$5 annual fee for any of your customers that do not have an email address or have an invalid email address in our Agency Management System. This fee offsets our costs of sending physical mail to these customers because we cannot reach them via email.                 |
| FCI Commission           | Varies                    | As incurred     | As noted in Item 1, our affiliate FCI may provide certain managing general agent services when our agents elect to bind coverage with non-admitted carriers that have a relationship with FCI. In doing so, FCI will retain a portion of commissions, as is standard for all managing general agents. |

**NOTES**

- (1) Unless otherwise noted, all fees are uniformly imposed by and payable to us and are non-refundable.
- (2) All client accounts generated by your Brightway Location are our exclusive property, and all funds, correspondence, notices and other communications relating to such client accounts must be forwarded to us. We are the “Agent of Record” with the Contracted Companies on all such client accounts. Accordingly, all sales commissions paid by the Contracted Companies are paid directly to us, and not to you. On or about the 2<sup>nd</sup> business day of each month (date subject to change), we will pay you (via electronic funds transfer to an account you specify in the Electronic Funds Withdrawal and Deposit Authorization attached to the Franchise Agreement) a percentage of the sales commissions we receive from the Contracted Companies on the client accounts you generate, and we will retain the remainder.

“New Business” shall mean the first term of a policy which is sold in connection with your Brightway Location and “Renewal Business” shall mean all subsequent/renewal terms of a policy which are sold in connection with your Brightway Location, including any policies rewritten to another Contracted Company.

For a Retail Agency, on New Business, we will pay you a baseline of 85% of the sales commissions we receive, and we will retain 15%. On Renewal Business we will pay you 55% of the sales commissions we receive, and we will retain 45%.

For an Office Agency, we will pay you a baseline of 80% of the sales commissions we receive on New Business, and we will retain the remaining 20%. On Renewal Business we will pay you 50% of the sales commissions we receive, and we will retain the other 50%, notwithstanding your eligibility for the “Sunrise” program described immediately below.

### Sunrise Program

For new Retail Agencies and Office Agencies, during your initial year of operations you will receive an additional 15% of the Brightway Sales Commissions in connection with your sale of New Business if you meet our then-current minimum operational standards which shall be provided to all Agency Owners in writing and may be modified from time to time. Qualifying Retail Agencies will retain 100% of Brightway Sales Commissions on New Business and qualifying Office Agencies will retain 95% of Brightway Sales Commissions on New Business. These minimum standards may include, without limitation, opening in a timely manner, avoiding any breaches of your Franchise Agreement, obtaining and maintaining all required licenses, complying with ESV Program requirements (as applicable) and maintaining a minimum signed application percentage. We may amend these requirements at any time by providing you with written notice. If you fail to meet one or more of these minimum standards, you will receive the baseline Brightway Sales Commissions on New Business (see Item 6) and may be subject to other penalties or consequences applicable to your breach of the Franchise Agreement.

During the second year your Brightway Location is operational (months 13 through 24), all Retail Agencies and Office Agencies will have the opportunity to earn up to 15% additional Brightway Sales Commissions on New Business (above baseline) if you meet our then-current minimum operational standards and also achieve certain new business production levels. Currently, the additional Brightway Sales Commissions increase incrementally based on new business production volume, with the highest production category increasing your Brightway Sales Commission by 15%.

The first- and second-year bonus commission program described above is collectively designated the "Sunrise" program. The Sunrise program is purely voluntary, and we have the right to modify the production standards and commission bonuses, or to stop offering the incentive program, at any time.

- (3)** We will deduct from the payments we make to you the expenses borne or paid by us which relate to the conduct of your business, as well as any additional costs we designate in the Confidential Operating Manual (the "Agency Owner Shared Expenses"). Examples of Agency Owner Shared Expenses include one-time carrier appointment fees, recurring software license fees, marketing expenses, and Errors and Omissions premiums. The majority of the Agency Owner Shared Expenses represent pass-through charges from third parties, and we do not collect any administration fees for the processing of the charges. The Agency Owner Shared Expenses will change from time to time and are set forth in the Confidential Operating Manual. Changes may be triggered by adding/removing required products or services, price changes imposed by the included vendors, or amendments to our methodology for calculating the portion of Agency Owner Shared Expenses allocated to each agency or producer. Your portion of these costs and expenses shall be determined by us in good faith, and such determination may be based, solely or partially, upon the expenses we incur or the then-current fair market value of the items provided to you. We may also allow third party service providers to allocate expenses to each agency. At our discretion, we are also permitted to deduct from the payments we make to you: (a) the costs and expenses incurred by us (including, but not limited to, our reasonable labor and administrative costs) as a result of your failure to conduct your Brightway Location in compliance with our procedures and standards of operation; and (b) any payments we make in good faith to your vendors or suppliers in order to cure your failure to make such payments on a timely basis.
- (4)** In the event you are eligible to renew the Franchise Agreement but elect not to do so, then we will pay you certain post-term compensation in 24 monthly installments via electronic funds transfer, so long as

your Brightway Location generated more than \$20,000 in Brightway Sales Commissions paid to you during the most recent twelve full months of operation preceding non-renewal.

- (5) All transfers are subject to our prior consent, and Agency Owners must meet various conditions in order to obtain our consent. No transfer fee is payable to us by the transferee in the event of a gift transfer where you do not retain any interest in the Agency Owner entity and you waive your rights to the post-termination compensation described in Note 4 above.
- (6) From time to time we may provide you with local advertising and marketing materials at a reasonable price, and we reserve the right to charge a reasonable price for providing these materials. We may require you to participate in such cooperative or other advertising and/or marketing programs as we prescribe from time to time in the Confidential Operating Manual. We do not currently have any cooperative advertising programs; however, in the event created, your contributions shall be capped at 3% of your Brightway Sales Commissions and credited against the Local Advertising Requirement (if imposed). The cooperative may, by the majority vote of its members, require a contribution in excess of the Local Advertising Requirement. Franchisor outlets will not have any voting power regarding fees imposed by franchisee cooperatives.
- (7) If we prevail in any action against you, or if any provision of the Franchise Agreement is enforced at any time by us, or if any amounts due from you to us are, at any time, collected by or through an attorney or collection agency, you will be liable to us for all costs and expenses of enforcement and collection including, but not limited to, court costs and reasonable attorneys' fees.
- (8) You must indemnify and hold us and our directors, officers, agents, attorneys and shareholders harmless in all actions arising out of or resulting from (a) your breach of the Franchise Agreement; (b) unauthorized use of the Licensed Marks or other proprietary materials; (c) the operation of your Brightway Location; (d) any professional or other negligence; (e) unauthorized transfer; (f) the infringement of any third party intellectual property rights; (g) libel, slander or any other form of defamation of us or our System; or (h) any incident, death, injury or damage to any person or property occurring in, on or about the premises of your Brightway Location.
- (9) We currently charge a fee of \$100 for the training of all new producers for an existing Brightway Location. In addition, you must pay the costs of wages, transportation, lodging and food during such additional training (if any). We may also provide such training at your request, at our sole discretion and subject to our availability.

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**ITEM 7:  
ESTIMATED INITIAL INVESTMENT**

**A. YOUR ESTIMATED INITIAL INVESTMENT UNDER A SINGLE UNIT FRANCHISE AGREEMENT FOR A RETAIL AGENCY**

| <b>Type of Expenditure</b>                      | <b>Amount (1)</b>     | <b>Method of Payment (1)</b> | <b>When Due</b>    | <b>To Whom Payment is to be Made</b>                   |
|---|-----------------------|------------------------------|--------------------|--|
| Initial Fee <b>(1)(2)</b>                       | \$25,000 to \$50,000  | Lump sum                     | See Items 5 and 10 | Brightway  |
| Lease Deposit and First Month's Rent <b>(3)</b> | \$0 to \$5,000        | Lump Sum                     | Upon Signing Lease | Landlord   |
| Leasehold Improvements <b>(3)(4)</b>            | \$0 to \$10,000       | Periodic Payments            | As Arranged        | Contractor and Architect                               |
| Furniture, Furnishings, and Fixtures <b>(5)</b> | \$0 to \$7,000        | As Arranged                  | As Incurred        | Vendors  |
| Equipment <b>(6)</b>                            | \$1,600 to \$6,000    | As Arranged                  | As Incurred        | Vendors  |
| Signage <b>(7)</b>                              | \$4,500 to \$12,500   | As Arranged                  | As Incurred        | Vendors  |
| Professional Fees <b>(8)</b>                    | \$600 to \$3,500      | As Arranged                  | Before Opening     | Your Attorney, Accountant, and Other Business Advisors |
| Insurance Policies <b>(9)</b>                   | \$2,300 to \$5,000    | As Arranged                  | Upon Opening       | Third Parties  |
| Licensing Fees <b>(10)</b>                      | \$0 to \$1,000        | As Arranged                  | As Incurred        | Third Parties  |
| Opening Advertising Expense <b>(11)</b>         | \$0 to 4,500          | As Arranged                  | As Incurred        | Third Parties  |
| Additional Funds – Six Months <b>(12)</b>       | \$23,000 to \$55,000  | As Arranged                  | As Incurred        | Vendors, Brightway                                     |
| <b>TOTAL ESTIMATED INITIAL INVESTMENT (13)</b>  | \$56,900 to \$159,500 |                              |                    |  |

**NOTES**

- (1)** Costs paid to us are not refundable. Whether any costs paid to third parties are refundable will vary based on the practice of such third party and the general practice in the area where your Brightway Location is located. Additionally, as described in Item 5, if you qualify for and are exercising your option to open an additional location, we will waive the Initial Fee.

- (2)** The manner in which the Initial Fee is paid and the circumstances under which the Initial Fee may be reduced are explained in greater detail in Item 5. The low-end value of \$25,000 is only applicable if you choose to finance a portion of the initial fee. The high-end value of \$50,000 is applicable if you do not finance any portion of the initial fee. The low-end value represents the portion due and payable prior to opening your Brightway Location and does not include any financed payments due after you commence operations.
- (3)** We expect that you will lease the retail office space for your Brightway Location. A typical retail office will occupy approximately 900 to 1,300 square feet of space. Lease payments will vary considerably depending upon the property size, type of transaction and location. The low-end estimate above assumes that you already own or have pre-existing access to a leased retail office space, and the high-end estimate above assumes that you will be leasing a new retail space and that the initial lease deposit for this space will be equal to two months of rent. Lease agreements may also include the following expenses: taxes, insurance, maintenance, fixed rent (with escalations), percentage rent, and other charges related to the operation of the Brightway Location.
- (4)** Office build-out expenses can vary widely. Brightway Locations do not require extensive build-out; however, we permit franchisees who wish to do so to spend additional sums on leasehold improvements (though these additional amounts are not incorporated into the estimates above). In new retail space, you may expect to install carpet, paint, cabling and limited interior walls. There may also be plumbing or electrical costs. You should check with the relevant regulatory agencies to identify costs for required building permits, impact fees, taxes, bonds, licenses and other fees, which can vary dramatically depending on the location. The low-end estimate above assumes that you already have access to a retail office space which meets our minimum requirements, and therefore you will not incur any build-out expenses during the pre-opening period. In some cases, the landlord of an office or retail space may cover some portion of the cost of leasehold improvements.
- (5)** You must purchase certain furniture and fixtures in order to operate your Brightway Location from a retail office space. The Brightway Location will require one desk and chair for each person working at the Brightway Location. Other items include desks, guest chairs and miscellaneous reception area and back-office furniture. The low-end estimate assumes you already have access to a fully furnished retail office space, and the high-end estimate assumes you will commence operations of your Retail Agency from a newly leased or unfurnished retail office space.
- (6)** You must obtain certain equipment according to our Brightway Technology Specifications. You are required to maintain one laptop computer (properly configured for use within our System and purchased from our required vendor) for each person working at the Brightway Location. The computer purchase will occur through the purchase of a standardized workstation bundle which includes a docking station, monitor(s), headset, and other related network and computing items. The low-end estimate above assumes you are purchasing a single "Minimum" workstation bundle and the high-end estimate assumes you are purchasing "Standard" workstation bundles for you and two producers.
- (7)** The type of signage to be installed at your retail office space is governed by local ordinances and lease provisions regarding height and size restrictions. The types and amount of signage will vary based on the type of location, landlord requirements, and city/municipality requirements. All signage must conform to the Brightway System specifications and must be submitted to us for approval prior to purchase and installation. You may be required to use our required vendor for signage. In some cases, the landlord of your retail office space may cover some or all of the cost of any exterior signage.

- (8)** These figures represent the estimated costs of engaging an attorney, CPA or other business professionals to review this Disclosure Document and the accompanying agreements, to assist you in organizing a business entity and setting up your books, and to help you obtain required licenses and permits.
- (9)** The estimated amount above includes the initial cost of the professional insurance policies that you will need to obtain and maintain according to our standards and specifications. These policies are described in detail in Item 8 and in your Franchise Agreement.
- (10)** You are responsible for obtaining certain licenses required by the state in which you are located. The estimate above also includes any initial education costs associated with obtaining your licenses. The low-end estimate assumes that you have insurance experience and already possess the licenses necessary to operate your Brightway Location.
- (11)** You are not required to expend any amount on grand opening advertising, however we recommend that you conduct an opening advertising program to promote the opening of your Brightway Location during the first 60 days following your soft opening. If you elect to do so, the amount of the opening advertising will be dependent on your unique circumstances, and we will work with you to determine an appropriate program during the time period following the execution of your Franchise Agreement and prior to your opening.
- (12)** These figures are an estimate of your operating expenses for the initial six months of business. Both high-end and low-end estimates include rent, taxes, insurance, supplies, utilities, technology costs, licenses and permits, bank charges and repair and maintenance expenses. They also include the costs of an opening advertising program, which will generally consist of primarily grass roots advertising but may involve printing and other costs necessary to generate referral sources. They do not include the portion of commissions withheld by us. The low-end estimate assumes you will not employ any other individuals to work full time writing New Business from your Brightway Location during the additional funds period, that you will have strong initial sales and will qualify for the Sunrise program. The high-end estimate assumes that you will employ two other individuals to work full-time writing New Business from your Brightway Location. The high-end estimate also assumes you will have low initial sales. These figures are estimates that we prepared using our internal pro forma statements we provide to franchisees, and do not include any amounts for owner salary. We cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: the size of your Premises; your management skill, experience and business acumen; number of producers and other staff; financing costs; local economic conditions; the local market for insurance products; the prevailing wage rate; competition; and the sales levels reached during the initial period. You will be required to pay Agency Owner Shared Expenses during this six-month period. These currently include, without limitation, fees for Agency Management System (AMS360), Office 365 access (Outlook, OneDrive, PowerBI, Microsoft Apps), IT Support and Implementation, Errors and Omissions Coverage, and Marketing items (YEXT, Web hosting). We reserve the right to amend or supplement the Agency Owner Shared Expenses at any time. See Item 6.
- (13)** You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We have prepared these estimates based on our years of experience as a franchisor, our experience in operating insurance agencies similar to those that are offered under this Disclosure Document, as well as a survey we recently conducted by asking Agency Owners that opened within the past year to share their initial investment costs. Except as expressly indicated otherwise, these estimates cover your initial cash investment to open your business. They do not provide for your cash needs to

cover any financing incurred by you or your other expenses. You should not plan to draw income from the operation during the start-up and development stage of your business, the actual duration of which will vary materially from location to location and cannot be predicted by us for your business (and which may extend for longer than the six month “initial phase” described in Note 13). You must have additional sums available, whether in cash or through a bank line of credit or have other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start-up and development stage, or beyond. The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors, including the rate of growth and success of your business, your ability to operate efficiently and in conformance with our recommended methods of doing business, and competition. Because the exact amount of reserves will vary from operation to operation and cannot be meaningfully estimated by us, we urge you to retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for your particular operation.

**B. YOUR ESTIMATED INITIAL INVESTMENT – OFFICE AGENCY**

| <b>Type of Expenditure</b>                      | <b>Amount (1)</b>    | <b>Method of Payment (1)</b> | <b>When Due</b>    | <b>To Whom Payment is to be Made</b>                   |
|---|----------------------|------------------------------|--------------------|--|
| Initial Fee <b>(1)(2)</b>                       | \$15,000 to \$30,000 | Lump sum                     | See Items 5 and 10 | Brightway  |
| Lease Deposit and First Month’s Rent <b>(3)</b> | \$0 to \$3,900       | Lump Sum                     | Upon Signing Lease | Landlord   |
| Leasehold Improvements <b>(3)(4)</b>            | \$0 to \$100         | Periodic Payments            | As Arranged        | Contractor and Architect                               |
| Furniture, Furnishings, and Fixtures <b>(5)</b> | \$0 to \$3,000       | As Arranged                  | As Incurred        | Vendors  |
| Equipment <b>(6)</b>                            | \$1,500 to \$4,200   | As Arranged                  | As Incurred        | Vendors  |
| Signage <b>(7)</b>                              | \$0                  | As Arranged                  | As Incurred        | Vendors  |
| Professional Fees <b>(8)</b>                    | \$600 to \$3,500     | As Arranged                  | Before Opening     | Your Attorney, Accountant, and Other Business Advisors |
| Insurance Policies <b>(9)</b>                   | \$0 to \$2,500       | As Arranged                  | Upon Opening       | Third Parties  |
| Licensing Fees <b>(10)</b>                      | \$0 to \$1,000       | As Arranged                  | As Incurred        | Third Parties  |
| Opening Advertising Expense <b>(11)</b>         | \$0 to \$4,500       | As Arranged                  | As Incurred        | Third Parties  |
| Additional Funds – Six Months <b>(12)</b>       | \$10,000 to \$30,000 | As Arranged                  | As Incurred        | Vendors, Brightway                                     |
| <b>TOTAL ESTIMATED INITIAL INVESTMENT (13)</b>  | \$27,100 to \$82,700 |                              |                    |  |

## NOTES

- (1) Costs paid to us are not refundable. Whether any costs paid to third parties are refundable will vary based on the practice of such third party and the general practice in the area where your Brightway Location is located. Additionally, as described in Item 5, if you qualify for and are exercising your option to open an additional location, we will waive the Initial Fee.
- (2) The manner in which the Initial Fee is paid and the circumstances under which the Initial Fee may be reduced are explained in greater detail in Item 5.
- (3) A typical Office Agency will occupy approximately 100 to 600 square feet of professional office space. Lease payments will vary considerably depending upon the property size, type of transaction and location. The low-end estimate above assumes that you will not be required to pay any rent because you are (i) the owner of the professional office space, or (ii) your agreement with the owner of the professional office space does not require you to pay any rent. The high-end estimate assumes you will begin operations from a professional office space and includes one month of rent and a lease deposit equal to another month of rent. Lease agreements may also include the following expenses: taxes, insurance, maintenance, fixed rent (with escalations), percentage rent, and other charges related to the operation of the Brightway Location.
- (4) Brightway Office Agencies do not require any specific build-out. The low-end estimate assumes that no buildout is required, and the high-end estimate assumes limited painting or similar costs that you elect to incur.
- (5) You are not required to purchase any specific furniture or fixtures for your Office Agency. The Brightway Location will require one desk and chair for each person working at the Brightway Location, and you may also wish to purchase other desks and guest chairs. The low-end estimate assumes that you will not need to purchase any furniture or fixtures because you already own these items or your professional office space will already have these items available for you.
- (6) You must obtain certain equipment according to our Brightway Technology Specifications. You are required to maintain one laptop computer (properly configured for use within our System and purchased from our required vendor) for each person working at the Brightway Location. The computer purchase will occur through the purchase of a standardized workstation bundle which includes a docking station, monitor(s), headset, and other related network and computing items. The low-end estimate above assumes you are purchasing a single "Minimum" workstation bundle and the high-end estimate assumes you are purchasing "Standard" workstation bundles for you and an additional producer.
- (7) The Brightway Office Agency does not require the purchase of any signage. You may choose, but are not required, to install signage for your Office Agency that has been approved by us.
- (8) These figures represent the estimated costs of engaging an attorney, CPA or other business professionals to review this Disclosure Document and the accompanying agreements, to assist you in organizing a business entity and setting up your books, and to help you obtain required licenses and permits.
- (9) The estimated amount above includes the initial cost of the professional insurance policies that you will need to obtain and maintain according to our standards and specifications. These policies are described in detail in Item 8 and in your Franchise Agreement.



- (10)** You are responsible for obtaining certain licenses required by the state in which you are located. The estimate above also includes any initial education costs associated with obtaining your licenses. The low-end estimate assumes that you have insurance experience and already possess the licenses necessary to operate your Brightway Location.
- (11)** You are not required to expend any amount on grand opening advertising, however we recommend that you conduct an opening advertising program to promote the opening of your Brightway Location during the first 60 days following your soft opening. If you elect to do so, the amount of the opening advertising will be dependent on your unique circumstances, and we will work with you to determine an appropriate program during the time period following the execution of your Franchise Agreement and prior to your opening.
- (12)** These figures are an estimate of your operating expenses for the initial six months of business. Both the high-end and low-end estimates include rent, taxes, insurance, supplies, utilities, technology costs, licenses and permits, bank charges and repair and maintenance expenses. They do not include the portion of commissions withheld by us. The low-end estimate assumes you will not employ any additional individuals, that you will have strong initial sales and will remain qualified for the Sunrise program. The high-end estimate assumes that you will employ one other individual to work full-time writing New Business from your Brightway Location. The high-end estimate also assumes you will have low initial sales. These figures are estimates that we prepared using our internal pro forma statements we provide to franchisees, and do not include any amounts for owner salary. We cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: your decision to operate from a home office before moving into a professional office space; the size of your Premises; your management skill, experience and business acumen; financing costs; local economic conditions; number of producers and other staff; the local market for insurance products; the prevailing wage rate; competition; and the sales levels reached during the initial period.
- (13)** You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We have prepared these estimates based on our years of experience as a franchisor, the costs incurred by all Office Agencies that have opened since the program was launched in 2019 and provided us with relevant cost information, and our general knowledge of the insurance industry. Except as expressly indicated otherwise, these estimates cover your initial cash investment to open your business. They do not provide for your cash needs to cover any financing incurred by you or your other expenses. You should not plan to draw income from the operation during the start-up and development stage of your business, the actual duration of which will vary materially from location to location and cannot be predicted by us for your business (and which may extend for longer than the six month “initial phase” described in Note 13). You must have additional sums available, whether in cash or through a bank line of credit or have other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start-up and development stage, or beyond. The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors, including the rate of growth and success of your business, your ability to operate efficiently and in conformance with our recommended methods of doing business, and competition. Because the exact amount of reserves will vary from operation to operation and cannot be meaningfully estimated by us, we urge you to retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for your particular operation.

**ITEM 8:  
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

To protect the reputation and goodwill of the Brightway System, and to maintain standards of operation under the Licensed Marks, you must operate your Brightway Location in strict conformance with our methods, standards, and specifications which we prescribe in our Confidential Operating Manual and various other confidential manuals and writings prepared for use by you in operating a Brightway Location (collectively, the “Manual”), which we may change at our sole discretion. When any provision in the Franchise Agreement requires that you comply with any standard, specification or requirement of Brightway, unless otherwise indicated, such standard, specification or requirement shall be such as is set forth in the Franchise Agreement or the Manual.

**Approved Insurance Products and Services**

You may only offer and sell insurance policies written by the Contracted Companies through us. We reserve the right to change the Contracted Companies at any time. You are not permitted to be licensed as an agent, solicitor, representative or broker for any insurance company or business other than Brightway and the Contracted Companies unless authorized by us in writing. We will, at our sole discretion and with our Contracted Companies’ approval, determine which Contracted Companies you may use, as well as which lines of insurance and specific policy types you may sell with such Contracted Companies. Upon request, we will provide you with a list of the Contracted Companies. We will negotiate all contracts with the Contracted Companies, including the compensation paid by them for the sale, renewal, service or delivery of policies. The primary service which will be offered by you will be property and casualty insurance. However, we may authorize you to offer other services such as life insurance. You are not permitted to conduct any business with regard to any type of insurance that has not been approved by us, or for which you are not licensed by the appropriate insurance, securities or other regulatory authorities. Additionally, you are not permitted to conduct any business of any kind other than your Brightway Location business, either from the Brightway Location or through the corporate entity that owns and operates the franchise.

New agencies operated by a Designated Agency Principal with less than one year of recent property and casualty insurance experience must participate in our Enhanced Supervision Program (“ESV Program”). The ESV Program includes additional training, supervision and resources for inexperienced agents, as well as review and assistance prior to binding new business during an initial period of operations. See Item 11.

**Lease and Leasehold Improvements**

We expect that you will lease the location for your Brightway Location. A typical Retail Agency will occupy approximately 900 to 1,300 square feet of retail space. A typical Office Agency will occupy approximately 100 to 600 square feet of professional office space.

We must approve your location and lease terms before you sign a lease for a location. Our approval of any relocation, including a relocation from a professional office space to retail office space, will be conditioned on your satisfaction of our minimum staffing requirements. If you are opening a Retail Agency, we will condition our approval of your lease upon, among other conditions, you and your landlord’s signing of our Collateral Assignment of Lease, where your landlord grants us the right to assume your rights and obligations under the lease in the event that you breach your lease, or your Franchise Agreement is terminated or expires. Office Agencies are not currently required to execute a Collateral Assignment of Lease.

You are not permitted to relocate your Brightway Location without our prior written consent. If, for any reason, you cannot continue to occupy the premises during the term of your Franchise Agreement, you must notify us of your intention to relocate at least 90 days prior to closing operations at the existing premises and be open for business at a new mutually agreed-upon location within 30 days of closing business at the existing premises.

The Brightway Location shall conform to our standards and specifications for appearance, layout and design. Brightway Locations do not require extensive build-out. For Retail Agencies, you may expect to install carpet, paint and limited interior walls. You must also submit all preliminary and final plans and specifications to us for approval, and you may not make material modifications to the approved plans without our consent. You may not operate your Brightway Location until construction of your premises is completed in accordance with the approved site and building plans, and we have provided you with authorization to open.

### **Furniture, Fixtures, Equipment and Signage**

You are required to purchase, install and maintain all furnishings, fixtures, equipment and signage as we deem necessary and appropriate for your business, as specified in the Manual, which may include requirements that you purchase certain items only from designated suppliers, including us, our affiliates, and/or third parties. We may negotiate volume purchase agreements with some vendors for the purchase of equipment needed to operate your business.

Currently, we require that Retail Agencies have desks, guest chairs and miscellaneous reception area and back-office furniture. Office Agencies are required to have approved workstation furniture for each producer.

You are required to acquire and utilize the telephone system or software that we designate. The system currently must be purchased from and installed by our required vendor. You also must use designated fax lines (which may be Internet-based) in connection with the operation of your Brightway Location.

In addition to the telephone system and fax lines, you must purchase additional products and services, which may include certain signs, electronic documentation services, signage, furnishings, supplies, fixtures, computer hardware and software, technology services and other products and services from Brightway or designated or required vendors as we may specify in the Manual or otherwise in writing. We or our affiliates may be one of several or the only approved supplier of any item.

Currently, we are the sole approved supplier of certain proprietary software programs that you will use in conjunction with certain approved third party provided software programs to facilitate the sales process. The fee for these programs will be included as an Agency Owner Shared Expense, as described in more detail in Item 6. Except for these proprietary software programs, neither we nor our affiliates are the approved supplier of any items. However, should you choose to write business through certain non-admitted carriers or brokers, our affiliate FCI may be the only managing general agent through which you can write policies on behalf of those specific carriers/brokers. With that being said, we do not require you to write policies with any specific carriers, so you will not be required to use FCI.

Apart from any products and services identified as source-limited in this disclosure document, all other furnishings, fixtures, finishes, equipment and supplies for your business may be selected by you, and purchased from vendors you choose, so long as they are compatible with our established computer and other systems and meet our quality standards and minimum equipment specifications set forth in the Manual. Upon our request, you must promptly acquire, install, update or replace any furnishings, equipment, including the telephone system or any computer hardware or software, designated by us for use pursuant to the Brightway System and the Brightway Technology Specifications.

As described in Item 6, we will charge you for your portion of certain Agency Owner Shared Expenses. Your portion of such expenses will be determined by us in good faith, and such determination may be based, solely or partially, upon the costs we incur or the then-current fair market value of the items we provide to you (and therefore may be in excess of the costs actually incurred by us on your behalf).

In the event you wish to purchase any approved items from an unapproved supplier, you must provide us with the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, and the purchase price of the item, if known. If we incur any costs in connection with evaluating an unapproved item or supplier at your request, you or the supplier must reimburse us for our reasonable testing costs, regardless of whether we subsequently approve the item or supplier. We will notify you of approval or disapproval within 15 business days of receiving all requested information, and failure to provide notice during this timeframe will be deemed a disapproval. We are not required to approve any particular supplier. We may revoke our approval of particular items or suppliers when we determine, at our sole discretion, that such items or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease purchasing items from such supplier. You must use items purchased from approved suppliers solely in connection with the operation of your Brightway Location and not for any competitive business purpose.

### **Insurance**

You must maintain in full force and effect the types of insurance that you determine are necessary or appropriate for the operation of your business, which shall include, at a minimum, insurance policies of the kinds and in the amounts required by us. The Franchise Agreement currently requires you to obtain and maintain in full force and effect: (a) a standard Business Owners Policy providing coverage for your place of business with liability limits of not less than \$1,000,000/\$1,000,000; (b) a Workers Compensation Policy with liability limits of not less than \$500,000/\$500,000; (c) an Employment Practices Liability Policy providing coverage for your entity with liability limits of not less than \$500,000/\$500,000; and (d) any other types of policies that we determine are necessary for the operation of a Brightway Location, as communicated in the Manual or otherwise in writing. We do not designate the insurance carriers you must use for these purposes. You also must carry such insurance as may be required by your lease or by any of your lenders or equipment lessors. You must maintain these insurance levels throughout the term of your Franchise Agreement.

You must add us and our designees or assignees to all insurance contracts as additional insureds under the insurance policies, the cost of which will be paid by you. The types and amounts of insurance you are required to obtain and maintain may be modified by amendments to the Manual, or otherwise in writing by us. 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 30 days' prior written notice to us. If you fail to comply with our minimum insurance requirements, we have the right to obtain such insurance and keep the same in force and effect. You must pay us, on demand, the premium cost of this insurance, as well as administrative costs of 18% in connection with us obtaining the insurance.

Subject to the prior approval of our carrier, we will endorse our Errors and Omissions insurance policy to provide Errors and Omissions insurance coverage for you. We will calculate, or allow our Errors and Omissions insurance carrier to allocate, your share of our Errors and Omissions insurance policy premium in a fair and reasonable manner and will deduct such amount from the compensation you are to receive from us. This cost is included in the Agency Owner Shared Expenses described above. You may be required to participate in Errors and Omissions loss control seminars from time to time at our request. In the event you fail to participate in such seminars, you may be assessed an additional amount for Errors and Omissions coverage. You will be responsible for the

payment of all deductibles or other settlement costs payable on claims against you or any of your officers, directors, shareholders, employees or independent contractors.

### **Advertising**

You may not use our trade name, trademarks or other intellectual property in any advertising or promotional materials or literature without our prior consent. You must submit to us for approval samples of all advertising to be used by you which has not been prepared or previously approved by us. You may use only business stationery, business cards, printed materials or forms which have been approved in advance by us. You may not employ any person to act as your representative in connection with local promotion of your business in any public media without our prior approval. At your expense, you must: (a) obtain listings of your business in appropriate business directories and publications (both Internet and non-Internet based), and engage in appropriate Internet strategies designed to drive business to your Brightway Location, all as specified from time to time by us; and (b) obtain and maintain any special promotional materials of the kind and size as we may from time to time require for comparable Brightway Locations.

From time to time, we may provide you with local advertising and marketing materials, including merchandising materials, sales aids, special promotions and similar advertising, and we reserve the right to charge a reasonable price for providing these materials. You must participate in all cooperative advertising and/or marketing programs as are from time to time prescribed by us. The terms and conditions required for participation in any such programs will be as specified in the Manual or otherwise in writing.

Our approval of any advertising or promotional materials or programs may be withdrawn at any time, and you must immediately cease the use and display of any materials or programs for which our approval has been withdrawn.

### **Computer Hardware and Software**

You must engage our required vendor to obtain and install computer hardware, required dedicated telephone lines, a high-speed Internet connection, modems, printers, and other computer-related accessories or peripheral equipment as we may specify in the Manual or otherwise in writing from time to time. You must utilize any software programs, system documentation manuals, and other technology as outlined in the Brightway Technology Specifications, and other proprietary materials provided by us in connection with the operation of your Brightway Location. You must input and maintain in your computer the software programs, data and information as we prescribe.

You shall have the sole and complete responsibility for: (a) the acquisition, operation, maintenance, and upgrading of any computer hardware and software used in connection with the operation of your Brightway Location; and (b) any and all consequences that may arise if the computer hardware and software is not properly maintained, operated, and upgraded. We have the right to require you to enter into a separate maintenance agreement for computer hardware and software. Upon our request, you must promptly acquire, install, update or replace any computer hardware and software designated by us for use pursuant to the Brightway System or the Brightway Technology Specifications.

### **General**

As we determine client preferences and trends in the marketplace, or develop new marketing techniques, technologies, products and services, we anticipate that we will formulate and modify our standards and

specifications as we consider appropriate and useful, and notify you through amendments to the Manual, articles, newsletters, or other bulletins.

Except as specifically noted above, we and our affiliates are not suppliers for any of the goods or services you must acquire. Our affiliate FCI is a managing general agent that may provide certain brokerage services to franchisees and retain an industry-standard share of commissions. If you elect to engage a managing general agent, FCI may be the only available option for writing policies with certain non-admitted carriers. However, we do not require you to write policies with any specific carriers, so you will not be required to use FCI. None of our officers currently own an interest in any other approved suppliers.

At the present time, we do not receive rebates or any material benefits from any supplier for the purchase of goods or services by you or other franchisees, though we may receive certain benefits from contingency programs implemented by Contracted Companies (who are not suppliers). You will not receive any material benefit from purchasing from approved or designated suppliers, though you may receive certain benefits from contingency programs implemented by Contracted Companies, as we determine in our sole discretion. There are currently no purchasing or distribution cooperatives.

During the fiscal year ended December 31, 2023, we did not derive any profit from required franchisee purchases or leases.

We estimate that the purchase of goods and services that are subject to our standards and specifications represents approximately 75% of all purchases and leases necessary to open your Brightway Location as a Retail Agency, and approximately 40% of your annual costs of goods and services necessary to operate your Brightway Location as a Retail Agency on an ongoing basis.

We estimate that the purchase of goods and services that are subject to our standards and specifications represents approximately 40% of all purchases and leases necessary to open your Brightway Location as an Office Agency, and approximately 40% of your annual costs of goods and services necessary to operate your Brightway Location as an Office Agency on an ongoing basis.

**ITEM 9:  
FRANCHISEE'S OBLIGATIONS**

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

| OBLIGATION |   | SECTION IN<br>FRANCHISE AGREEMENT                   | DISCLOSURE<br>DOCUMENT ITEM |
|------------|---|---|-----------------------------|
| a.         | Site selection and acquisition/lease                | Sections 5(a)(i) and 6(a)(i)-(iv), Exhibits 3 and 5 | Items 7 and 11              |
| b.         | Pre-opening purchases/leases                        | Sections 5(a)(ii), 5(a)(v), and 6(a)(v)-(vii)       | Items 7 and 8               |
| c.         | Site development and other pre-opening requirements | Section 6(a)  | Items 7 and 11              |
| d.         | Initial and ongoing training                        | Sections 5(a)(iii), 6(a)(ix), and 6(b)(x)           | Items 6, 7 and 11           |

| OBLIGATION |   | SECTION IN<br>FRANCHISE AGREEMENT   | DISCLOSURE<br>DOCUMENT ITEM |
|------------|---|---|-----------------------------|
| e.         | Opening   | Sections 5(a)(vii) and 6(a)(x)  | Items 7 and 11              |
| f.         | Fees  | Sections 4 and 8  | Items 5 and 6               |
| g.         | Compliance with standards and policies/Operating Manual | Sections 5(a)(v), 5(b)(i), 6(b)(i), 6(b)(iv), 6(b)(xiv), 7(v), 10(a)-(c), and the preamble to Section 6 | Items 8 and 11              |
| h.         | Trademarks and proprietary information                  | Sections 9 and 10(d)  | Items 13 and 14             |
| i.         | Restrictions on products/services offered               | Sections 7(a)-(d) and 7(l)  | Items 8 and 16              |
| j.         | Warranty and customer service requirements              | Section 6(b)(xi)  | Item 11                     |
| k.         | Territorial development and sales quotas                | Section 2   | Item 12                     |
| l.         | Ongoing product/service purchases                       | Sections 6(b)(vii), 7(c), and 7(d)  | Items 8 and 16              |
| m.         | Maintenance, appearance and remodeling requirements     | Sections 3(b)(v), 5(b)(i), 6(b)(i), 6(b)(iii), and 6(b)(vi)   | Item 11                     |
| n.         | Insurance   | Section 18  | Items 6, 7 and 8            |
| o.         | Advertising   | Section 11  | Items 6, 8, and 11          |
| p.         | Indemnification   | Section 20(b)   | Item 6                      |
| q.         | Owner's participation/management/staffing               | Sections 6(b)(ix), 7(k), 7(q), and 7(v)   | Items 11 and 15             |
| r.         | Records/reports   | Sections 5(c)(v), 7(r)-(t), and 22(a)   | Item 6                      |
| s.         | Inspections/audits                                      | Sections 5(b)(i), 7(t), 13(l), 16(a)(ix), and 22(a)   | Item 11                     |
| t.         | Transfer  | Section 13  | Item 17                     |
| u.         | Renewal   | Section 3(b)  | Item 17                     |
| v.         | Post-termination obligations                            | Section 16  | Item 17                     |
| w.         | Non-competition covenants                               | Section 12  | Item 17                     |

| OBLIGATION |                    | SECTION IN<br>FRANCHISE AGREEMENT | DISCLOSURE<br>DOCUMENT ITEM |
|------------|--------------------|-----------------------------------|-----------------------------|
| x.         | Dispute resolution | Section 24                        | Item 17                     |

**ITEM 10:  
FINANCING**

**Office Agency Initial Fee Financing; Retail Agency Conversion Fee Financing**

We offer new Agency Owners the option of financing a portion of the Initial Fee for opening an Office Agency (see Exhibit M). The total Initial Fee for a financed Office Agency is \$39,030.

For financed Office Agencies, qualified prospective Agency Owners may pay \$15,000 in lump sum contemporaneously with the execution of the Franchise Agreement and enter into our prescribed form of promissory note pursuant to which the remaining \$24,030 will be financed. To qualify for financing, a prospective Agency Owner must satisfy certain uniform criteria including, without limitation, exceeding our then-current minimum liquidity and credit score requirements, and must not have any material outstanding liens or judgments against it or any of its principals. If you qualify for a veteran discount, your lump sum payment will be discounted by 10%.

Current qualified Office Agency owners who wish to convert to a Retail Agency may pay a conversion fee, the amount of which will depend on whether the Retail Agency Conversion Fee is partially financed or paid in lump sum. If paid in full, the Retail Agency Conversion Fee will be equal to \$20,000. If the Retail Agency Conversion Fee is partially financed pursuant to the promissory note attached to this Disclosure Document as Exhibit M, the fee and financed amount will be equal \$29,030, comprised of \$24,030 financed pursuant to a promissory note, and a \$5,000 lump sum payment due upon executing of the note. We do not currently finance the conversion fee for any Office Agency owner who has an outstanding principal balance on any other note with us. In order to qualify for Retail Agency conversion fee financing, you must: (i) first fully satisfy all outstanding notes with us, (ii) meet any then-current minimum performance criteria, and (iii) meet certain uniform financial criteria including, without limitation, exceeding our then-current minimum liquidity and credit score requirements, and satisfactorily establish that neither the Agency Owner nor any of its principals has any material outstanding liens or judgments.

The Office Agency Initial Fee promissory note and Retail Agency Conversion Fee promissory note (see Exhibit M) include the following terms:

(i) a principal balance equal to \$24,030 (not subject to any veteran discount);

(ii) Unless the Franchise Agreement is terminated or assigned to a third party, no amount shall be due or payable until the date of the first commission run in the seventh (7<sup>th</sup>) month after you open your Brightway Location. If you are financing the Retail Agency Conversion Fee and your Office Agency has already been open for at least six (6) months, the first payment shall be due the month following execution of the Retail Agency Conversion Addendum and Note. On that date, and for exactly fifty-three (53) months subsequent (54 monthly payments total, unless terminated earlier as described in numeral (iii) below), you will be responsible for making monthly payments of \$445 each.



(iii) upon the earlier of (a) the termination or expiration and non-renewal of the Franchise Agreement, or (b) any transfer or assignment of the Franchise Agreement to a third party, if the assignee does not also assume this Note, the aggregate unpaid principal amount shall be immediately due and payable on the 2<sup>nd</sup> business day of the following month;

(iv) no interest shall accrue on the note;

(v) any payments not made within five (5) days of the date due shall be subject to a five percent (5%) late fee;

(vi) the outstanding principal balance may be prepaid by you at any time, without penalty, if paid in full; and

(vii) you may make exactly one (1) partial prepayment per 365-day period without penalty, provided, however, that no additional partial prepayments shall be permitted during a single 365-day period.

### **Retail Agency Initial Fee Financing**

We offer new Agency Owners and qualified Office Agency owners the option of financing a portion of the Initial Fee for opening a Retail Agency (see [Exhibit F](#)). The total Initial Fee for a financed Retail Agency is \$65,068.

For financed Retail Agencies, qualified prospective Agency Owners may pay \$25,000 in lump sum contemporaneously with the execution of the Franchise Agreement and enter into our prescribed form of promissory note pursuant to which the remaining \$40,068 will be financed. To qualify for financing, a prospective Agency Owner must satisfy certain uniform criteria including, without limitation, exceeding our then-current minimum liquidity and credit score requirements, and must not have any material outstanding liens or judgments against it or any of its principals. If you qualify for a veteran discount, your lump sum payment will be discounted by 10%.

The Retail Agency Initial Fee promissory note includes the following terms:

(i) a principal balance equal to \$40,068 (not subject to any veteran discount);

(ii) Unless the Franchise Agreement is terminated or assigned to a third party, no amount shall be due or payable until the date of the first commission run in the seventh (7<sup>th</sup>) month after you open your Brightway Location. On that date, and for exactly fifty-three (53) months subsequent (54 monthly payments total, unless terminated earlier as described in numeral (iii) below), you will be responsible for making monthly payments of \$742 each.

(iii) upon the earlier of (a) the termination or expiration and non-renewal of the Franchise Agreement, or (b) any transfer or assignment of the Franchise Agreement to a third party, if the assignee does not also assume this Note, the aggregate unpaid principal amount shall be immediately due and payable on the 2<sup>nd</sup> business day of the following month;

(iv) no interest shall accrue on the note;

(v) any payments not made within five (5) days of the date due shall be subject to a five percent (5%) late fee;

(vi) the outstanding principal balance may be prepaid by you at any time, without penalty, if paid in full; and

(vii) you may make exactly one (1) partial prepayment per 365-day period without penalty, provided, however, that no additional partial prepayments shall be permitted during a single 365-day period.

### **General Notes to all Financing Offers**

In the event you default under the terms of a note, such default will also be considered a default under your Franchise Agreement. In addition, in the event you default under the terms of the Franchise Agreement, such default will be considered a default under the note.

In the event you default under the terms of the note, interest will accrue at the highest rate permitted under existing Florida law, not to exceed 18%, on the then-outstanding principal balance and accrued interest (if applicable), until such time as you make such payments to us. In addition, if you default we will have the option to declare all of the then-outstanding principal balance and all accrued interest immediately due and payable. Furthermore, we will have the right to offset against any amounts we owe you under your Franchise Agreement against any amounts you owe us under the terms of a note. If you default, you will be required to pay all of our costs of collection and enforcement of the note, including reasonable attorneys' fees, costs, and expenses. The terms of each note require you to consent to a confession of judgment, to waive notice and waive your right to a jury trial, as well as presentment, protest and notice of dishonor.

The note must be guaranteed by all persons owning an equity interest in Agency Owner and their spouses. The form of guaranty is attached to the notes found in [Exhibit F](#) and [Exhibit M](#) to this Disclosure Document. As of the issuance date of this Disclosure Document it is not our practice to sell, assign, or discount to a third party all or part of the financing arrangement, however we are presently exploring options to sell or assign Retail Agency Conversion/Initial Fee and Office Agency Initial Fee Notes to a third party. Such an arrangement will not diminish our obligations under the Franchise Agreement, however affected borrowers may lose all defenses against the lender as a result of any sale or assignment.

Except as otherwise provided above, we do not offer direct or indirect financing. We will not guarantee your note, lease or other obligation.

### **ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS & TRAINING**

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

#### **Our Obligations Prior To Opening**

Before you open your business, we will:

1. Provide you, to the extent we deem appropriate at our sole discretion, with information concerning site evaluation, as well as preliminary plans and layouts for your Brightway Location. (Franchise Agreement, Section 5(a)). We will review your preliminary and final plans and specifications of your Brightway Location, and you may not move forward until you receive our approval. (Franchise Agreement, Section 6(a)). We will review your lease for your business premises and you may not sign the lease until you receive our

approval. (Franchise Agreement, Section 6(a)). You will acquire or lease your premises from a third party. We will not own or lease the premises to you. Franchisees may elect to open from a home office location, in which case these obligations will be performed within 90 days of opening.

2. Provide you, to the extent we deem appropriate at our sole discretion, with standards and specifications for fixtures, furniture, finishes, signs, improvements, equipment and other related facilities required for use in your Brightway Location. (Franchise Agreement, Section 6(a)).

3. Provide you, to the extent we deem appropriate at our sole discretion, with information concerning sources of signs, equipment, fixtures, furnishings, improvements and other products and services required for the buildout and operation of your Brightway Location. (Franchise Agreement, Section 5(a)).

4. Provide you with initial training for your Principal, as described below. The new hire set-up fee applicable to any additional trainees will be set forth in our Manual and is subject to change from time to time at our sole discretion. Your producers are required to successfully complete our training program. (Franchise Agreement, Section 5(a)).

5. Provide you with such pre-opening or opening assistance in the initial operation of your business as we deem appropriate.

6. Provide you with access to the Manual, which describes our System and the mandatory and recommended standards and procedures for the operation of your business. The Manual remains our property. We retain the right to change the Manual and the elements of the System at any time, and you agree to comply with such new or changed provisions. (Franchise Agreement, Section 10(a)).

7. Provide you with specifications of all computer software programs that are required in the operation of your business, including but not limited to the Brightway Technology Specifications, which programs may be updated or modified by us from time to time. Any proprietary programs shall remain our property and shall be on loan to you. (Franchise Agreement, Section 5(a)).

8. Provide you, to the extent we deem appropriate in our sole discretion, with access to our website, as well as a webpage dedicated to your Brightway Location that you must use in conjunction with the operation of your Brightway Location. (Franchise Agreement, Section 5(a)).

9. Provide you with express authorization to open your business for operation. You must open your business for operations no later than 180 days after the date the effective date of your Franchise Agreement. (Franchise Agreement, Section 6(a)).

### **Selecting the Location for Your Business**

We will provide you with information regarding our standards for site selection. We must approve the proposed site for your Brightway Location. (Franchise Agreement, Section 6(a)). We may approve or deny any proposed site at our sole discretion. You may execute the Franchise Agreement prior to selecting a site for your business. If no site has been designated at the time you sign the Franchise Agreement, you must enter into our form of Site Selection Addendum, attached as Exhibit 5 to the Franchise Agreement. Once you propose a site, we will have 21 days to review it; we will notify you of approval or disapproval of the proposed site within the 21-day period. (Franchise Agreement, Exhibit 5).

A typical Retail Agency will occupy approximately 900 to 1,300 square feet of retail space. A typical Office Agency will occupy approximately 100 to 600 square feet of professional office space.

We do not select the site for your Brightway Location. You are solely responsible for selecting the site of your Brightway Location. If we offer assistance to you in this regard, you may not construe our assistance as a guarantee or other assurance that the site will necessarily be successful. Our acceptance of a site only indicates our willingness to be represented by you at that site. The factors we consider in approving Brightway Locations include but are not limited to general location and neighborhood, traffic patterns, parking, retail nature of location (preferably, for Retail Agencies, within strip malls or similar locations), physical characteristics of buildings, accessibility, availability for prominent signage (for Retail Agencies), lease terms, competition from similar businesses in the area (including other Brightway Locations), population, and market growth.

You must submit a copy of any proposed lease agreement, which must be approved by us. The lease must provide us with the right to enter the premises to make any modification necessary to protect the Licensed Marks, and, if you are opening a Retail Agency, you must enter into a Collateral Assignment of Lease in a form substantially the same as that attached as Exhibit K to this Disclosure Document. Under this Collateral Assignment of Lease, we will receive notice of your default of the lease, a right to cure such default, the right to assume the lease, and the right to sublease or assign the lease to another Brightway System franchisee. Office Agencies are not currently required to execute a Collateral Assignment of Lease. We will have the right to inspect the construction of the premises at any reasonable time. You must correct, upon our request and at your own expense, any deviation from the approved site layout and plan and must furnish us with a copy of the certificate of completion from your architect that the Brightway Location was built in accordance with the approved final plans and specifications and in compliance with all applicable laws. You must then obtain our approval of the completed construction prior to operating the Brightway Location at the approved premises. (Franchise Agreement, Section 6(a)).

### **Time to Open Your Business**

We estimate that it will take approximately 60-120 days from the date you sign your Franchise Agreement to open your Brightway Location. The factors that may affect this time period include your ability to obtain a lease or financing, building permits, zoning and local ordinances, weather, the time needed to secure carrier appointments, construction delays, delayed installation of equipment, fixtures and signs, or delays in the completion of your initial training. You must provide us with documentation showing you have accurately applied for all required licenses within 90 days of signing your Franchise Agreement, and you must locate an approved site (professional office space or retail office space, as applicable) and open your Brightway Location to transact business with the public no later than 180 days after signing your Franchise Agreement. If you fail to apply for all required licenses and/or commence operating within this timeframe, we have the right to terminate the Franchise Agreement. (Franchise Agreement, Section 6(a)).

### **Our Obligations After Opening**

During the operation of your business, we will:

1. To the extent we deem it appropriate, provide you with:
  - (a) Periodic assistance in local advertising and marketing;

- (b) Periodic individual or group business consulting in the operation of a Brightway Location;
- (c) Advice concerning operations of a Brightway Location;
- (d) Advice and guidance with respect to new and improved methods of operation or business procedures developed by us, as well as use of the Manual, management materials, promotional materials, advertising formats, and the Licensed Marks; and
- (e) Periodic inspections of your premises and the products and services you offer. (Franchise Agreement, Section 5(b)).

2. Provide you with the opportunity to participate in group purchasing programs for equipment, supplies, and insurance that we may, from time to time, use, develop, sponsor or provide. (Franchise Agreement, Section 5(b)).

3. Approve the Principal that will work at your Brightway Location. (Franchise Agreement, Section 7(l)).

4. Use our commercially reasonable best efforts to provide you with access to, and the opportunity to write insurance for, certain of the Contracted Companies (but only for the lines of business and types of policies we specify, at our discretion). We will not be required to undertake such efforts with regard to any insurance business for which your staff is not properly licensed or sufficiently trained, as determined at our sole discretion. (Franchise Agreement, Section 5(c)).

5. Provide you with access to our “Engagement Center,” which provides you with service and support for all of your client accounts. (Franchise Agreement, Section 5(c)).

6. Provide technology and other services, to the extent we deem necessary at our sole discretion, with regard to accounting for, and processing of, all applications for insurance policies and all policies issued, renewed, endorsed, changed, serviced, delivered or canceled on behalf of your client accounts. (Franchise Agreement, Section 5(c)).

7. Subject to the approval of our carrier, we will endorse our Errors and Omissions insurance policy to provide Errors and Omissions insurance to you, at your expense. (Franchise Agreement, Section 5(c)).

8. Provide you with information regarding your client accounts, including statements and other information received from Contracted Companies relating to such client accounts. Such information will be given in a form and manner we specify. (Franchise Agreement, Section 5(v)).

9. If you elect to conduct opening advertising, work with you to determine an appropriate amount to spend. (Franchise Agreement, Section 11(f)).

10. If we decide to do so, implement incentive programs to reward Agency Owners for their performance. Currently, we offer a “Horizons” incentive program through which tenured Retail Agency Owners are able to retain a higher percentage of Brightway Sales Commissions for new policies written. We also currently offer new Agency Owners who satisfy our current minimum operational and performance criteria the opportunity to retain additional Brightway Sales Commissions on new policies written during the first two years

of operations pursuant to the “Sunrise” bonus program. See Item 6. You must qualify for these types of programs, which are purely voluntary, and we have the right to stop offering incentive programs at any time.

### **Advertising**

We reserve the right to establish a national advertising and marketing fund (the “Advertising Fund”) for the common benefit of the System. If we establish an Advertising Fund, you must participate in and contribute an amount we specify, which will not exceed 3% of your Brightway Sales Commissions, on a monthly basis to the Advertising Fund in the manner we prescribe. We have the right to use the Advertising Fund contributions, at our sole discretion, to develop, produce, and distribute national, regional and/or local advertising and to create advertising materials and public relations that promote, in our sole judgment, the services offered by System Agency Owners. We may use the Advertising Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including: (a) the cost of preparing and producing television, radio, magazine, and newspaper advertising campaigns; (b) the cost of direct mail; (c) the cost of public relations activities and advertising agencies; (d) the cost of developing and maintaining an Internet website; and (e) personnel and other departmental costs for advertising that we internally administer or prepare. Nevertheless, not all System Agency Owners will benefit directly or on a pro rata basis from such expenditures. While we do not anticipate that any part of the Advertising Fund contributions will be used for advertising which is principally a solicitation for the sale of franchises, we reserve the right to use the Advertising Fund for public relations or building recognition of the Brightway brand and to include a notation in any advertisement indicating “Franchises Available”. (Franchise Agreement, Section 11(d)).

We have the sole right to determine how to spend contributions to the Advertising Fund, or any funds from any other advertising program, and the sole authority to determine the selection of the advertising materials and programs; provided, however, that we will make a good faith effort to expend such funds in the general best interests of the System on a national or regional basis. We may use the Advertising Fund to maintain high quality standards through customer surveys, customer interviews, and other similar initiatives. We have the right to reimbursement from the Advertising Fund contributions for reasonable costs and overhead as we may incur in activities which are reasonably related to directing and implementing the Advertising Fund and advertising programs for Agency Owners and the System, including costs of personnel for creating and implementing advertising, promotional and marketing programs. Our contribution to the Advertising Fund for subsequent company-owned or affiliate-owned units will be equal to that provided for in our Franchise Disclosure Document in the year the Advertising Fund is implemented. If the advertising contribution for the System decreases at any time, we have the right to reduce our contribution from company-owned and affiliate-owned units to the rate specified for franchised locations. There is no requirement that the Advertising Fund be audited. Upon your written request, we will provide you with an unaudited accounting of Advertising Fund contributions and expenditures within 120 days of the end of the fiscal year. Although we anticipate that all Advertising Fund contributions will be spent in the fiscal year they accrue, if we do not spend all Advertising Fund contributions by the end of each fiscal year, the remaining amounts may be carried over to be expended during the next fiscal year. (Franchise Agreement, Section 11(d)).

In 2022 we created a franchisee advisory council. This advisory council is not directly associated with the Advertising Fund, but we reserve the right to modify the scope, authority or any other characteristic of the franchisee advisory council at any time. We have the right to require that an advertising cooperative and/or franchisee advisory council be formed, changed, dissolved or merged. We are not required to spend any amount on advertising in your area. (Franchise Agreement, Section 11(d)).

Additionally, while we do not currently have a local advertising requirement, we reserve the right to require you to spend up to 3% of Brightway Sales Commissions per month on local advertising (the “Local Advertising Requirement”). You must spend the Local Advertisement Requirement as we prescribe in the Manual or otherwise in writing, which may include, without limitation, requirements for placing a certain number of and/or types of media advertisements. Your Local Advertising Requirement must be expended regardless of the amounts spent by other System franchisees on local advertising. You may spend any additional sums you wish on local advertising. (Franchise Agreement, Section 11(e)).

You must use only advertising and promotional materials as have been previously approved by us. If we do not approve of your proposed advertising materials in writing within 30 days of receipt, the proposed advertising materials will be deemed rejected, unless we subsequently convey otherwise. (Franchise Agreement, Section 11(c)). In the event the Local Advertising Requirement is implemented, you will submit to us an annual plan for your expenditure of your Local Advertising Requirement. You must send us proof of these expenditures within 15 days of the end of each quarter. (Franchise Agreement, Section 11(e)).

We strongly recommend that you conduct an opening advertising program to promote the opening of your Brightway Location during the first 60 days following your soft opening. If you elect to do so, the amount of the opening advertising will be dependent on the unique circumstances of each Agency Owner, and we will work with you to determine an appropriate program during the time period following the execution of your Franchise Agreement and prior to your opening. All advertising must be approved by us in writing prior to publication. (Franchise Agreement, Section 11(f)).

We will have the right, in our discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative (“Cooperative”), and to determine whether a Cooperative is applicable to your Brightway Location. If a Cooperative is established applicable to your Brightway Location, you must participate in the Cooperative. Cooperative contributions will be credited towards the Local Advertising Requirement. Cooperative contributions will not exceed the maximum 3% Local Advertising Requirement unless a majority of the Cooperative votes to increase that requirement. (Franchise Agreement, Section 11(g)).

### **Computer Equipment**

You are required to purchase, license, install and maintain all required hardware and software from a required vendor as specified in the Brightway Technology Specifications, as well as any other computer hardware and software required by us from time to time. The computer system includes several required software programs and will be used for daily functions and operation of the Brightway Location, such as tracking and entering policies, generating reports, and analysis of financial information relating to the Brightway Location.

You may not sell, lease or authorize the use of such programs and software to anyone else. You may not configure, program or change any such programs or software. You can only access client account information through the specified programs via the Internet. You have the sole and complete responsibility for: (a) the acquisition, operation, maintenance, and upgrading of any computer hardware and software used in connection with operation of the Brightway Location; and (b) any and all consequences that may arise if the computer hardware and software is not properly maintained, operated, and upgraded. We have the right to require you to enter into a separate maintenance agreement for computer hardware and software. You must indemnify and hold us and our affiliates harmless from claims 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.

You must have and maintain adequate hardware and software in order to access the Internet at the speed we require. You must maintain an email account that we designate and we will have independent access to all emails and other information stored on your emails account. You must also give us electronic access to any other information on your computer that we request. No contractual limitation exists on our right to access the information.

We and/or our affiliates are the lawful, rightful and sole owner of the Internet domain names [www.brightway.com](http://www.brightway.com), [www.brightwayinsurance.com](http://www.brightwayinsurance.com) and [www.brightwaydifference.com](http://www.brightwaydifference.com) (collectively, the "Brightway Web Presence"), as well as any other Internet domain names registered by us, and you do not have any ownership interest in such domain names or any similar Internet domain names. The websites provide information and resources to current and prospective Brightway clients, including insurance quotes, online payment options, and a searchable database of Brightway Locations. We shall have sole discretion and control over the Brightway Web Presence and any other websites we may in the future create (including timing, design, contents and continuation). We shall have the right to modify our website requirements as we deem necessary or appropriate in the best interest of the Brightway System. We reserve the right to provide each Agency Owner with an individual website that they are required to exclusively use in the operation of their Brightway Location. The only URL that you are permitted to use on marketing materials for your Brightway Location is the URL provided and owned by us.

Except as approved in advance in writing by us, you may not establish or maintain a separate website, domain name, URL, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Brightway Location, including any profile on Facebook, Instagram, Twitter, LinkedIn, YouTube or any other social media and/or networking site. If such approval is granted by us, you must: (a) establish and operate such website or social media page in accordance with Brightway System standards and any other policies we designate in the Manual or otherwise in writing from time to time; and (b) utilize any templates that we provide to you to create or modify such site(s).

You must comply with our standards and policies related to privacy and data security, which includes taking any actions that are necessary to ensure that your Brightway Location is compliant with all Payment Card Industry Data Security Standards (PCI DSS) requirements. Currently, all Agency Owners are also required to obtain and maintain the network firewall and associated licenses set forth in the Technology Supplement to the Confidential Operating Manual.

You are required to participate in any System-wide computer network, intranet system or extranet system that we implement and may be required by us to use such area computer network, intranet system or extranet system to, among other things: (a) submit reports due under the Franchise Agreement to us online; (b) view and print portions of the Manual; (c) download approved local advertising materials; (d) communicate with us and other System franchisees; (e) complete any initial and ongoing training; and (f) view and retrieve standard business forms. You must use the facilities of any such area computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Manual, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements.

We estimate that the cost of complying with our current initial computer system requirements for a Retail Agency will be roughly \$6,500, which includes computer hardware, software, cabling, telephones, and installation costs. The estimated cost of optional or required maintenance, updating, upgrading, or support contracts is roughly \$10,500 per year, which also includes license fees for proprietary software necessary to operate your Brightway Location.



For an Office Agency, we estimate that the cost of complying with our current initial computer system requirements will be roughly \$3,500, including which includes computer hardware, software, cabling, telephones, and installation costs. The estimated cost of optional or required maintenance, updating, upgrading, or support contracts is roughly \$5,000 per year, which also includes license fees for proprietary software necessary to operate your Brightway Location.

### **Confidential Operating Manual**

Attached as Exhibit D is a copy of the Table of Contents for our Confidential Operating Manual, as of the date of this Disclosure Document. It indicates the number of pages devoted to each topic and the total number of pages in the Confidential Operating Manual. Our Confidential Operating Manual currently has 111 pages, including the 13-page Technology Supplement.

### **Training**

We will provide your Principal with initial training regarding insurance products, sales and marketing, sales processing, management systems, office procedures, our web-based systems, computer software, and other matters as we deem necessary to allow you to operate your business in a professional and successful manner. Such training is mandatory, and we will not authorize you to open your Brightway Location until the training has been successfully completed to our satisfaction. We may, but are not required, to provide your other initial employees with a limited training program. We do not charge you for our initial training. A new hire set-up fee applicable to any additional trainees will be set forth in our Manual and is subject to change from time to time in our sole discretion. This fee is currently \$100. We provide the initial training program virtually via our intranet or another online portal, and do not anticipate you will incur any direct costs (other than the optional new hire set-up fee) in connection with completing the initial training requirements.

Your initial training will be conducted by us or our designee virtually via our intranet or other online portal, or, if held in-person, at our corporate offices, your premises, or such other site as we designate. Training for additional producers will be conducted by us virtually via our intranet or another online portal we designate, or may be scheduled either at our corporate offices or at your location, subject to the availability of our training staff. We offer our training programs periodically during the year, on an as-needed basis, subject to the availability of our training instructors. Subsequent to your initial training, and prior to opening your business to the public, you must be certified by us as meeting our qualifications for the sale of insurance, and insurance agency management.

Katlyn Eggar supervises the Brightway training team. Ms. Eggar has 1 year of experience with us and over 13 years of insurance experience. Ms. Eggar may also enlist other staff or Brightway insurance agents to assist her with the initial training program. The instructional materials used will include, but not be limited to, various Brightway Training Manuals and online training software. All initial training materials are proprietary and confidential in nature and may not be used for any purpose other than providing training. Training hours designated as “classroom” training in the chart below will be led or facilitated by a training instructor and are all in all instances mandatory. Certain “on the job” training described below is optional and designed for you to complete independently.

The following chart summarizes, in general terms, the subjects taught during our initial training program for all Agency Owners:

### TRAINING PROGRAM

| Subject  | Hours of Classroom Training | Hours of On the Job Training | Location                       |
|--|-----------------------------|------------------------------|--------------------------------|
| <b>Quality Assurance</b><br>Topics reviewed include documentation requirements, policy adherence, eligibility guidelines, manual access, and a review of how to partner with our Accounting, Carrier Appointments, and Quality Assurance departments | 7                           | 5                            | Online/virtual training portal |
| <b>Systems and Technology</b><br>Topics include systems overview, how to perform common operations within systems, knowledge checks, customer and policy entry with Management System Training Database, and technology tutorials                    | 8                           | 4.0                          | Online/virtual training portal |
| <b>Sales and Marketing</b><br>Topics include consultative sales methods, preferred coverages, prospecting and marketing methods, and partnering with the Marketing department  | 25                          | 10.0                         | Online/virtual training portal |
| <b>Agency Operations</b><br>Topics include business planning, reporting, time management, goal setting, processes, and interacting with the Engagement Center, Agency Support, and Agency Development Consultant department                          | 10                          | 10.0                         | Online/virtual training portal |
| <b>Insurance Products</b><br>Topics include quoting methods as well as product knowledge for auto, flood, home, umbrella policies and accessing carrier portals  | 15                          | 3.0                          | Online/virtual training portal |
| <b>Enhance Supervision (ESV) Curriculum</b><br>Topics include insurance fundamentals, quoting training, and supervised quoting practice. Only provided for agents with limited personal lines sales experience (see below).                          | 15                          | 7                            | Online/virtual training portal |

The ESV Curriculum is required for agency owners and principals who have less than one year of recent Personal Lines sales experience. This Enhanced Supervision Program (ESV) provides additional classroom training and additional online courses. Post-graduation, ESV participants are also required to meet quoting requirements under supervision prior to binding new policies. ESV participants can graduate from the enhanced supervision program after they have demonstrated their ability to meet our quality assurance guidelines. If you are required to enroll in the ESV Curriculum, you will be notified during Onboarding. Failure to comply with ESV program requirements is a breach of the franchise agreement and will also result in disqualification from the Sunrise

incentive program until deficiencies are cured. We reserve the right to modify ESV training and supervision requirements as necessary in our sole discretion.

Subsequent to the date that your Brightway Location is open, we have the right at any time to require that your Principal and/or any of your other staff attend and complete, to our satisfaction, any and all additional training deemed necessary or appropriate by us at our sole discretion. Such training shall be conducted exclusively by us or our designee virtually via our intranet or other online portal, or, if held in-person, at our corporate office, your Brightway Location, or such other site designated by us. We may charge you a reasonable fee (currently \$100 per person) for such training sessions. In addition, you must pay the costs of wages, transportation, lodging and food for your Principal and your staff during such additional training. We may also provide such additional training at your request, at our sole discretion and subject to the availability of our staff. We reserve the right to modify the elements of the initial training program and any additional training programs at our sole discretion.

In addition to the training we provide, it is strongly encouraged that you periodically attend additional training provided by the Contracted Companies. Such training classes are typically done online for one or more hours, depending on the particular class. The Contracted Companies typically do not charge for such training, but you are responsible for any costs or expenses associated with this training.

We may also require you to participate in Errors and Omissions loss control seminars provided by our Errors and Omissions insurance carriers or others from time to time, at your own expense. In the event you fail to participate in such seminars, you may be assessed an additional amount for your Errors and Omissions coverage.

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

## **ITEM 12: TERRITORY**

### **Approved Location and Relocation**

Under the Franchise Agreement, you may only operate your Brightway Location at a specific location which must be approved by us (the "Premises"). If you have not yet secured a site for your Brightway Location at the time you sign the Franchise Agreement, you will enter into our Site Selection Addendum, attached as [Exhibit 5](#) to the Franchise Agreement, which will govern the site selection process. You may not conduct any business at the Premises other than the Brightway Location.

A Retail Agency must always be located in an approved retail office space, and an Office Agency must be located in an approved professional office space. We reserve the right to determine, in our sole discretion, what constitutes a "retail space", however in all instances a retail space must have some exterior signage. You must obtain our approval prior to relocating your Brightway Location for any reason, and our approval of any proposed relocation shall be conditioned on your compliance with our then-current minimum staffing requirements. If you fail to meet our then-current staffing requirements, your Brightway Sales Commissions for a Retail Agency will convert to the rates applicable to an Office Agency until such time as you have complied with our then-current staffing requirements.

If, for any reason, the term of your lease is shorter than the term of the Franchise Agreement and the lease cannot be renewed or extended, or you cannot continue for any other reason to occupy the Premises, you must

first obtain our consent and then relocate your Brightway Location to a mutually acceptable site to complete the unexpired portion of the term of the Franchise Agreement. You must notify us of your intention to relocate, procure a site acceptable to us at least 90 days prior to closing operations at your current Premises, and open for business at the new Premises within 30 days of closing business at your existing Premises. Our determination of whether to approve your new Premises will be based on our then-current site selection criteria, which includes general location and neighborhood, traffic patterns, parking, retail nature of location (preferably within strip malls or similar locations for Retail Agencies), physical characteristics of buildings, accessibility, availability for prominent signage, lease terms, and competition from similar businesses in the area.

You do not have the right to: (a) construct or operate any additional, expanded or modified facilities on the Premises, nor any right to construct or operate the Brightway Location at any other location; (b) offer any product or service via e-commerce; (c) establish an independent website or URL incorporating the Licensed Marks or any variation of the Licensed Marks; or (d) distribute, market, or implement our products and services in any channel of distribution not specifically identified in the Franchise Agreement.

There are no restrictions on the areas in your state in which you may solicit or accept new customers, nor are other franchisees restricted from soliciting new customers in the area of your Brightway Location. Neither we nor other franchisees are required to compensate you for soliciting or accepting orders from new customers located within the area surrounding your Brightway Location. You may not solicit or accept new customers from outside the state where your Brightway Location is located unless we have authorized you to do so, and then only in those states expressly authorized by us. Currently, Agency Owners operating in a border county are authorized to solicit and accept orders from the proximate neighboring state if they meet our then-current minimum operational standards. Other Agency Owners may request the ability to sell in particular states, and these requests will be evaluated on a case-by-case basis. We may change the minimum operational standards or eligibility criteria at any time, or terminate or revoke the ability to advertise or sell outside of the state where your agency is located. You may be required to enter into our then-current form of non-resident appointment approval agreement before we approve any request for interstate authorization.

#### **No Exclusive Territory – Franchise Agreement**

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 may establish, within or outside your immediate geographic area, other franchised or company-owned Brightway Locations that may compete with your location using our trademarks or different trademarks. However, the Franchise Agreement provides that we will not establish any franchised or company-owned Brightway Locations in the immediate vicinity of your Brightway Location unless in good faith we believe that the market in which your Brightway Location is located can reasonably be expected to sustain both your Brightway Location and such other new franchised or company-owned Brightway Location.

#### **Reservation of Rights**

We and our affiliates reserve the right, at our sole discretion, to: (a) use the Licensed Marks and Brightway System in connection with ancillary services and products, promotional and marketing efforts or related items, or in any alternative channels of distribution (including the Internet), without regard to location; (b) acquire, be acquired by, merge with, engage in joint ventures with, or otherwise affiliate with, and own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products or services that are similar to those provided by a Brightway Location; and (c) use the Licensed Marks and Brightway System, and license others to use the Licensed Marks and Brightway System to engage in any other

activities not expressly prohibited in the Franchise Agreement. Nothing in the Franchise Agreement provides you with the right to conduct in any of the above listed activities or share in the revenue generated by any of these activities.

**ITEM 13:  
TRADEMARKS**

We grant you the right to operate your business under the name “Brightway Insurance” and to use our current or future common law or registered trademarks in the operation of your Brightway Location (provided they are used as approved by us and in accordance with our specifications). By trademarks, we mean trade names, trademarks, service marks and logos used to identify your business or the services you provide. You may not use any other name or trademark in conducting your business.

The following trademarks are registered or pending registration by Brightway with the United States Patent and Trademark Office (“USPTO”) on the Principal Register for franchising services and/or insurance agency and brokerage services:

| Trademark   | Registration No./Serial No. | Registration/Application Date  |
|---|-----------------------------|--------------------------------|
|    | Serial No.<br>98269163      | November 14, 2023<br>(pending) |
|    | Serial No.<br>98269216      | November 14, 2023<br>(pending) |
|    | 4023007                     | September 6, 2011              |
| BRIGHTWAY INSURANCE   | 4029015                     | September 20, 2011             |
| <br>(with the color blue claimed as a feature of the mark) | 4253867                     | December 4, 2012               |
| THE INSURANCE AGENCY REINVENTED   | 4050914                     | November 1, 2011               |

We have filed all required affidavits in connection with the trademark registrations described above. You must follow our rules when you use these trademarks. You cannot use the trademarks (or any marks, names or indicia which are or may be confusingly similar to the trademarks) as part of your corporate, limited liability company, partnership or other business entity name. You may not use the trademarks in connection with the sale of any unauthorized products or services or in any manner not authorized in writing by us.

The following is solely applicable to the principal trademarks described above with pending applications: We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are currently no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any trademark administrator of any state or any court relating to the trademarks. There are no known pending infringement, opposition or cancellation proceedings or material litigation involving the trademarks. There are no agreements currently in effect that significantly limit our right to use or license the use of the trademarks in any manner material to you. We do not know of either superior prior rights or infringing uses that could materially affect your use of the trademarks in any state.

We have the right to control any litigation or administrative proceeding regarding the Licensed Marks. You are required to promptly notify us of any claim, demand or cause of action that we may have based upon or arising from any unauthorized attempt by any person or legal entity to use our trademarks or any variation of our trademarks. You are required to assist us, upon our request and at our expense, in taking such action, if any, as we may deem appropriate to stop such activities, but you may not take any action or incur any expenses on our behalf without our consent. We will take any action we think is appropriate but are not required to do so. If we undertake the defense or prosecution of any litigation relating to our trademarks, you must fully cooperate with us to carry out such defense or prosecution. If we, at our sole discretion, determine that you have used our marks in accordance with your Franchise Agreement, we shall bear the cost of such defense, including the cost of any judgment or settlement. If we, at our sole discretion, determine that you have not used our marks in accordance with your Franchise Agreement, you shall bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of our marks, you shall execute any and all documents and do such acts as we deem necessary.

You may not directly or indirectly contest the validity, or our ownership, of the trademarks. Without our written consent, you are not permitted to cause or allow any of our trademarks, or any words, slogans, symbols, logos, designs or terms confusingly similar to our trademarks, to be used or displayed in whole or part: (a) as, or as a part of, the Agency Owner's entity name or an Internet domain name; (b) on or in connection with Facebook, Instagram, Twitter or any other social media platform; or (c) on or in connection with any Internet home page, website, 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 our prior written consent. All of your business conducted via the Internet must be done only through our website at the URL we designate.

We have the right, at our sole discretion, to designate one or more new, modified or replacement trademarks for the System, and may require you to use such new, modified or replacement trademarks in addition to or in lieu of the trademarks listed above in this Item 13. All costs and expenses associated with your use of any such new, modified or replacement trademarks will be your sole responsibility. You must discontinue using all marks which we have notified you, in writing, have been modified or discontinued, within 10 days of receiving written notice, and you must promptly begin using the additional, modified or substituted marks.

#### **ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We do not own any registered patents which are material to the franchise. We claim common law copyright and trade secret protection for several aspects of the System, including our onboarding process and the Manual, as described below. We do not have any federal copyright registrations which are presently material to the franchise offered.

We possess certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Brightway Location (the “Confidential Information”). Our Confidential Information also includes: (a) site selection criteria and plans and specifications for the development of Brightway Locations; (b) sales, marketing and advertising programs and techniques; (c) information about Contracted Companies, other suppliers, and knowledge of specifications and pricing for authorized products, supplies and equipment; (d) methods of management; (e) Brightway Technology Specifications and other information regarding computer systems and software programs, including the Internet-based Agency Management System; (f) the Confidential Operating Manual; (g) lists of client accounts and prospects; (h) policy expiration lists, and (i) all other client account records, documents and information.

You must operate your Brightway Location in accordance with our standards, specifications, policies and procedures as set forth in the Manual or otherwise communicated to you. You must treat the information contained in the Manual and any other manuals or supplemental material supplied by us as Confidential Information. The Manual is copyrighted proprietary material, and you may not duplicate, copy, disclose or disseminate the contents of the Manual without our prior written consent. We have the right to modify or supplement the Manual upon notice or delivery to you, and you must promptly comply with all such changed requirements. There are no current determinations, proceedings or litigation involving any of our copyrighted materials. Should you become aware that any unauthorized third party is using any of our copyrighted materials, you must notify us of such unauthorized use.

You may not divulge or use any of our Confidential Information during or after the term of the Franchise Agreement, except as expressly permitted by the terms of the Franchise Agreement in connection with the operation of your Brightway Location. Confidential Information made available to you may not be divulged to any person other than your employees or advisors who reasonably need access to such information for purposes of fulfilling their employment or contractual responsibilities. All employees to whom the information, or any of it, is made available shall be informed of this obligation and must sign a written confidentiality agreement (on our standard form, which is included in the Manual). If you are a corporation, limited liability company, partnership, or other business entity, we will require your shareholders, members, partners or other equity owners to sign an agreement which binds them to the confidentiality provisions of the Franchise Agreement. We are not required by any agreement to protect or defend copyrights or Confidential Information, although we intend to do so as appropriate.

The Franchise Agreement provides that if you, your employees, or principals, develop any new concept, process or improvement in the operation or promotion of the Brightway Location, you must promptly notify us, and provide us with all of the information necessary to implement the improvement, without any compensation. Any such 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 related intellectual property rights. You and your principals and agents must assign to us any rights you may have or acquire, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights. You and your principals and agents must 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 documentations for obtaining and enforcing such rights. You and your principals and agents must 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. In the event that this

framework is found to be invalid or otherwise unenforceable, you and your principals and agents must 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 such use or sublicense would directly or indirectly infringe your rights.

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

In the event you are a corporation, limited liability company, partnership or other business entity, the “Controlling Interest” identified in your Franchise Agreement must at all times have the right to control the operations of your business. However, you may designate another individual other than the Controlling Interest to be your “Primary Contact” who will be our primary point of contact for any business matters relating to the Brightway Location. The Primary Contact has the authority to make all business decisions on behalf of Agency Owner.

In addition, the person you identify as the “Designated Agency Principal” in your Franchise Agreement (who is also referred to as the “Principal” in this Disclosure Document) shall be an individual you appoint, who: (a) has been licensed by all applicable governmental and other regulatory authorities; (b) successfully completes all of the required training; (c) dedicates his or her full-time best efforts (40+ hours per week) to the operation of the Brightway Location, and (d) is approved in writing by us. A Principal can have an ownership interest in the Agency Owner entity but is not required to do so. In the event that a Principal resigns or is otherwise terminated from your Brightway Location, you shall hire a replacement approved by us in writing who meets our then-current standards for Designated Agency Principals within 30 days after termination or resignation of the prior Principal. We reserve the right, without the obligation, to train the new Principal directly.

The Principal will also be required to execute our form of Confidentiality and Non-Compete Agreement, which is currently attached as Exhibit L to this Disclosure Document (unless the Principal has an ownership interest in the Agency Owner entity, in which case the Principal will execute the Guaranty attached as Exhibit 1 to the Franchise Agreement). Under no circumstances may any of your Brightway Location’s business be conducted unless it is under the direct supervision of an approved Principal.

In the event you are a corporation, limited liability company, partnership or other business entity, each individual who owns an equity interest in your entity must sign a Guaranty, under which they each assume and agree to perform all of your obligations under the Franchise Agreement. A copy of the Guaranty is attached as Exhibit 1 to the Franchise Agreement. If you are signing a Franchise Agreement for a Retail Agency, the spouse of each individual who owns an equity interest in the Agency Owner entity must also execute a Guaranty. Spouses of individuals owning an equity interest in an Agency Owner entity operating an Office Agency may sign a Guaranty, or alternatively may execute our form of Confidentiality and Non-Compete Agreement, which is currently attached as Exhibit 5 to the Franchise Agreement. If an Office Agent converts to a Retail Agency, all spouses of individuals owning an equity interest in the Agency Owner entity must execute a Guaranty.

You must also comply with all other staffing requirements set forth in the Confidential Operating Manual. Currently, in addition to the Designated Agency Principal, Retail Agencies must employ at least two additional producers to work full-time writing New Business (either from the Premises of your Retail Agency or remotely) by no later than twelve (12) months after commencing operations. We reserve the right to amend the staffing requirements at any time in our sole discretion.



**ITEM 16:  
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

Your relationship with us is exclusive. As such, you must sell only products and services approved by us and the Contracted Companies, and you must use commercially reasonable efforts to sell products and services for the Contracted Companies, lines of business, and policy types that we authorize you to sell. We will be the agent of record for all policies that you sell. You are not permitted to be licensed as an agent, solicitor, representative or broker for any insurance company or business other than Brightway and the Contracted Companies, unless authorized by us in writing. We will, at our sole discretion and along with our Contracted Companies' approval, determine which Contracted Companies you may use and which lines of business you may offer with those Contracted Companies. We reserve the right to change the Contracted Companies and approved lines of business at any time, including, without limitation, any restrictions related to minimum premiums. We will provide you with notice of any changes made by us to the list of authorized Contracted Companies and policies from time to time, and you must immediately cease selling any discontinued policies. You must secure and keep in effect any required licenses to represent Brightway and the Contracted Companies and are not permitted to conduct any business that has not been approved by us, or for which you are not licensed by the appropriate insurance, securities or other regulatory authorities. You are not permitted to conduct any business of any kind other than your Brightway Location, either from the Brightway Location or through the corporate entity that owns and operates the franchise.

**ITEM 17:  
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in the Franchise Agreement attached as Exhibit B to this Disclosure Document.

| PROVISION                                  | SECTION IN FRANCHISE AGREEMENT | SUMMARY  |
|--|--------------------------------|--|
| a. Length of the franchise term            | Section 3(a)                   | The term is five years from the effective date of your Franchise Agreement.  |
| b. Renewal or extension of the term        | Section 3(b)                   | If you are not in default and continue to have the right to occupy your premises, you may renew for successive additional five-year renewal terms.   |
| c. Requirements for you to renew or extend | Section 3(b)                   | You must: (i) give us timely notice of your wish to exercise your option to renew (not less than 6 months nor more than 12 months prior to the expiration of the term); (ii) sign our then-current form of Franchise Agreement (which may contain materially different terms and conditions than your original agreement); (iii) sign a general release in favor of us and our affiliates; (iv) not be in default of any provision of the Franchise Agreement, including any monetary obligations; (v) demonstrate your right to operate the Brightway Location at the approved premises for the renewal term; and (vi) refurbish the Brightway Location to conform to our then-current Office Specifications and Brightway Technology Specifications. |

| PROVISION                               | SECTION IN FRANCHISE AGREEMENT | SUMMARY  |
|---|--------------------------------|--|
| d. Termination by you                   | None                           | You do not have the right to terminate the Franchise Agreement, except as provided for by applicable state law   |
| e. Termination by us without cause      | None                           |  |
| f. Termination by us with cause         | Section 15                     | We have the right to terminate the Franchise Agreement with cause.   |
| g. "Cause" defined-curable defaults     | Section 15(c)                  | We have the right to terminate the Franchise Agreement after providing you a 15-day cure period if: (i) you fail to pay any amounts you owe us, our affiliates, or any of our suppliers or vendors; (ii) you fail to endorse over to us any payments erroneously made to you by third parties or fail to deposit customer payments in your designated bank account; (iii) you fail to operate the Brightway Location during the months, days and hours that we prescribe; (iv) you fail to personally supervise the Brightway Location's operations or employ a sufficient number of qualified, competent personnel; (v) you fail to maintain quality controls and standards; (vi) you fail to procure or maintain any licenses, certifications, or permits necessary for the operation of your Brightway Location; or (vii) you use unauthorized vendors.   |
|   | Section 15(d)                  | We have the right to terminate the Franchise Agreement after providing you a 30-day cure period if you fail to perform or comply with any one or more of the other terms or conditions of the Franchise Agreement, the Confidential Operating Manual or any ancillary agreement between you and us or our affiliates.  |
| h. "Cause" defined-non-curable defaults | Section 15(a)                  | The Franchise Agreement will automatically terminate without notice or an opportunity to cure in the event of: (i) your voluntary bankruptcy; (ii) your involuntary bankruptcy; or (iii) your unauthorized transfer of the franchise or any interest in the Agency Owner entity or the Brightway Location.   |
|   | Section 15(b)                  | We have the right to terminate the Franchise Agreement with notice and without providing you an opportunity to cure if: (i) you or your principals or employees are convicted of or plead guilty or no contest to a felony or take part in criminal acts or misconduct related to the operation of your Brightway Location; (ii) you commit fraud; (iii) you make any misrepresentations in connection with the franchise application; (iv) you fail to complete our initial training program; (v) you receive two or more written notices of default within any 12-month period; (vi) you or your affiliates materially breach any other agreement with us or our affiliates; (vii) you misuse the Licensed Marks or Confidential Information; (viii) you violate any health, safety or sanitation law, ordinance or regulation or you operate the business in a way that presents a health or safety hazard to any customers or the general public; (ix) you violate the in-term restrictive covenants in the Franchise Agreement; (x) a lien or writ of attachment or execution is placed against you and is not released or bonded against within 30 days; |

| PROVISION   | SECTION IN FRANCHISE AGREEMENT | SUMMARY  |
|---|--------------------------------|--|
|   |                                | <p>(xi) you are insolvent; (xii) you abandon the Brightway Location; (xiii) you offer any unauthorized or unapproved products or services in connection with the operation of your Brightway Location; (xiv) you seek an appointment with an unapproved Contracted Company or try to sell a policy on behalf of an unauthorized Contracted Company; (xv) you fail to maintain insurance or to repay us for insurance; (xvi) you violate any laws or regulations related to the insurance industry, or if there is any government action taken against you; (xvii) you use client or Brightway Location property for personal use, including misuse of any customer information; (xviii) you fail to comply with any laws or regulations regarding terrorism; (xix) you relocate the Brightway Location without our prior consent, or fail to relocate to an office space from a home office within 90 days of opening; (xx) you cause us to lose our contract with any of the Contracted Companies, or materially harm our relationship with any of the Contracted Companies; (xxi) you fail to submit any required financial reports; (xxii) you or any of your owners or employees conduct themselves in a manner that, although not criminal, reflects adversely on the System, the Licensed Marks, or the products and services offered through the System; (xxiii) you fail to open within 180 days of signing the Franchise Agreement; (xxiv) you fail to apply for all required licenses within 90 days of executing your Franchise Agreement, or (xxv) you misuse any proprietary software we developed for use in the System.</p> |
| <p>i. Your obligations on termination/non-renewal</p> | <p>Section 16</p>              | <p>Upon termination, expiration, or transfer of the Franchise Agreement, you must immediately: (i) cease all operations under the Franchise Agreement; (ii) promptly pay all sums you owe us, our affiliates, or our suppliers and vendors; (iii) cease using the Licensed Marks and return all materials containing the Licensed Marks; (iv) return to us the Confidential Operating Manual and all other manuals, customer lists, proprietary materials and Confidential Information; (v) cease using and assist in transferring all of your telephone numbers and listings to us; (vi) remove all signage containing the Licensed Marks; (vii) cease holding yourself out as our franchisee; (viii) take necessary action to amend or cancel any business name or equivalent registration which contains our trade name or Licensed Marks; (ix) allow us to inspect your financial records, books and other accounting records within 24 months of the termination of your Franchise Agreement; (x) comply with the post term covenants contained in the Franchise Agreement; (xi) cease to use in advertising or in any other manner any methods, procedures or techniques associated with us or the System; (xii) execute periodically any required papers, documents, and assurances, and otherwise comply with our offboarding process; (xiii) turn over all customer lists and any other information you may have about former, existing or potential customers, and set up mail forwarding as we direct; (xiv) set up mail forwarding as we direct; (xv) obtain an Errors and Omissions tail policy reasonably</p>                |

| PROVISION  | SECTION IN FRANCHISE AGREEMENT | SUMMARY  |
|--|--------------------------------|--|
|  |                                | satisfactory to us; (xvi) vacate the Brightway Location premises; and (xvii) execute our prescribed form of release agreement.   |
| j. Assignment of contract by us                        | Section 13(a)                  | We have the right to assign our rights under the Franchise Agreement.  |
| k. "Transfer" by you-defined                           | Section 13(b)                  | A sale, transfer or assignment requiring our prior written consent occurs if you or any person owning any direct or indirect equity interest in you, directly or indirectly sells, assigns, transfers, conveys, gives away, pledges, mortgages or otherwise encumbers any interest in: (i) the Franchise Agreement or any portion of it; (ii) your Brightway Location; (iii) the premises of your Brightway Location; or (iv) any equity or voting interest in the Agency Owner entity; or if you permit the Brightway Location to be operated, managed, directed or controlled, directly or indirectly, by any person other than the approved Principal.  |
| l. Our approval of transfer by you                     | Section 13(b)                  | You may not transfer any rights in the franchise without our prior written consent. We have the right to condition our approval of any sale, transfer, assignment or encumbrance as described below.   |
| m. Conditions for our approval of transfer             | Sections 13(e)                 | We will approve a proposed transfer if: (i) the transferee meets our qualifications; (ii) we decide that the purchase price is reasonable; (iii) all obligations under the Franchise Agreement have been satisfied; (iv) the transferee is compliant under all agreements with us; (v) we forward you our approval of the transferee; (vi) you request that we provide the prospective transferee with our current form of Disclosure Document; (vii) the transferee executes our then-current form of Franchise Agreement; (viii) the transferee pays us a transfer fee; (ix) you execute our prescribed form of general release; (x) the transferee and its personnel have completed the initial training program to our satisfaction; and (xii) you purchase an Errors and Omissions tail policy reasonably satisfactory to us.   |
| n. Our right of first refusal to acquire your business | Section 13(c)                  | If you propose to transfer either the Franchise Agreement or all, or substantially all, of the assets used in connection with the Brightway Location or any interest in your lease to any third party, you must first offer to sell the interest to us on the same terms and conditions as offered by such third party. You shall obtain a letter of intent containing the terms of the offer that is signed by you and the third party ("Letter of Intent"). If we elect not to accept the offer within a 30-day period, you shall have a period of up to 60 days to complete the transfer described in the Letter of Intent subject to our transfer conditions. Any material change in the terms of the offer will be deemed a new proposal subject to our right of first refusal. So long as you have obtained our prior written consent, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, is not subject to our first right of refusal. |
| o. Our option to purchase your business                | Section 16(c)                  | Upon termination or expiration, we have the option to purchase the personal property associated with your business for its book value, which means the amount you actually paid for the personal   |

| PROVISION  | SECTION IN FRANCHISE AGREEMENT            | SUMMARY   |
|--|---|---|
|  |   | <p>property less depreciation (or, if applicable, the amount of your remaining obligations under a lease or financing agreement). We are entitled to offset the purchase price by the amount of money owed by you to us for any payments necessary to acquire clear title to property or for any other debt. If we exercise this option to purchase, we have the right to appoint a manager to maintain operation of the Brightway Location, or we may require that you close the Brightway Location during such period without removing any assets. You are required to maintain in force all insurance policies required under the Franchise Agreement until the date of such closing. We have the unrestricted right to assign this option to purchase personal property of the Brightway Location.</p>  |
| <p>p. Your death or disability</p>                                   | <p>Section 13(d)</p>                      | <p>Upon your death or disability, your rights under the Franchise Agreement may pass to your heirs or beneficiaries, provided that, within 45 days of your death or disability, they get prior written approval, they sign the then-current form of the Franchise Agreement or agree to assume your obligations under the Franchise Agreement by signing a personal guaranty of your entity's obligations, successfully complete our initial training program, and otherwise meet our requirements. We are under no obligation to operate your Brightway Location during this 45-day period. However, we may operate your Brightway Location at your expense. We may pay out the revenues of your Brightway Location to cover any past, current or future obligations of your business. We may pay ourselves a reasonable amount to reimburse us for management services and other costs. You or your estate will indemnify us against any and all costs and/or liabilities in connection with, or related in any way to, the operation (or otherwise) of the Brightway Location.</p>   |
| <p>q. Non-competition covenants during the term of the franchise</p> | <p>Section 12(a)</p> <p>Section 12(c)</p> | <p>During the term of the Franchise Agreement, neither you, your guarantors or any parent, child, spouse or sibling of you or your guarantors may engage, directly or indirectly, as an owner, operator, employee, producer, agent, manager, consultant, broker, or otherwise have any interest in any property and casualty or life insurance-related business other than as an authorized owner of a Brightway Location; except that you may own equity securities of any insurance business, whose shares are traded on a stock exchange or on the over-the-counter market so long as your ownership interest is 2% or less of the total number of outstanding shares of such business.</p> <p>During the term of the Franchise Agreement, neither you, your guarantors or any parent, child, spouse or sibling of you or your guarantors may directly or indirectly solicit a prospect, customer or client, or accept an order from a prospect, customer or client: (i) of us or any Brightway Location as of the date of such termination, expiration, non-renewal or transfer; (ii) to whom we or any Brightway Location, as of the date of such expiration, termination,</p> |



| PROVISION          | SECTION IN FRANCHISE AGREEMENT | SUMMARY  |
|--------------------|--------------------------------|--|
|                    |                                | to state law). The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation if the underlying controversy, dispute or claim concerns an allegation that a party has violated (i) any federally protected intellectual property rights in the Licensed Marks, the Brightway System, or in any Confidential Information; or (ii) any of the restrictive covenants contained in the Franchise Agreement. |
| v. Choice of forum | Section 24(d)                  | You may file suit in the state or federal court of the county where we have our principal place of business (currently, Duval County, Florida, or the United States District Court for the Middle District of Florida). We may file suit in either of such courts, or any other court in which jurisdiction and venue are proper (subject to state law).   |
| w. Choice of law   | Section 24(a)                  | Florida law applies (subject to state law).  |

**ITEM 18:  
PUBLIC FIGURES**

We do not use any public figure 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 disclosure document. Financial performance information that differs from that included in Item 19 may only be given 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 Item sets forth certain historical revenue, production and related information for Brightway Locations. We believe that the following financial data has been compiled using generally accepted accounting principles, but we have not audited the data and no assurance can be offered that the data does not contain inaccuracies that an audit might disclose.

Written substantiation of the data used in preparing the information found in this Item 19 will be made available upon reasonable request.

As of December 31, 2023, we had 333 franchised Brightway Locations. The agency level data presented below sets forth the financial performance of certain subsets of these franchised Brightway Locations.

Prior to issuance of this Disclosure Document, we offered two different Office Agency models – Office Agency Enhanced and Office Agency Standard. The sole Office Agency offering in this Disclosure Document is the Office Agency Enhanced model, which is now referred to as an “Office Agency.” Since we no longer offer the Office

Agency Standard model, agencies operating Office Agency Standard locations have been excluded from all agency-level information included in this Item 19.

Table 1 includes data for: (i) the 141 Retail Agency Brightway Locations that commenced operations prior to December 31, 2022, were open and operating for the entire 2023 calendar year, and did not convert agency types at any time during their tenure (the “Included RA Locations”); and (ii) the 125 Office Agency Brightway Locations that commenced operations prior to December 31, 2022, were open and operating for the entire 2023 calendar year, and did not convert agency types at any time during their tenure (the “Included OA Locations”). The Included RA Locations and Included OA Locations are referred to collectively as the “Included Locations.” For purposes of this Item 19, “Office Agency” shall refer to agencies operating what was formerly designated as an “Office Agency Enhanced” model. All Tables in this Item also exclude one franchised agency that is authorized to sell certain insurance products outside of our normal lines of business.

Table 2 presents data for a subset of the 333 franchised Brightway Locations open as of December 31, 2023 comprised of the Included Locations as well as the 15 Office Agency Standard locations that commenced operations prior to December 31, 2022, were open and operating for the entire 2023 calendar year, and did not convert agency types at any time during their tenure, but excluding any Brightway Locations that did not employ at least one full-time Producer during calendar year 2023, defined as a Producer who sold a minimum of 50 policies in 2023. Producers who did not sell a minimum of 50 policies in 2023 are excluded from this Table in order to include only those individuals who have New Business production as a meaningful part of their jobs.

Table 3 presents data for those Brightway Locations that opened after January 1, 2020, did not convert model types, have at least one full year of operations as of the issuance date of this Disclosure Document, and remain open as of the issuance date of this Disclosure Document.

Table 4 presents data based on “Tenure Years” for agencies that operated at any point as a Retail Agency for at least one full calendar year between January 1, 2013 and December 31, 2023. This Table presents data based on agency tenure during the first 5+ years of operations, and because we do not have any Office Agencies with five or more full years of operations no data for Office Agency operations are included in this Table.

Table 5 presents information for a subset of 70 mature Included RA Locations that were open for five full years as of December 31, 2023 and that meet the criteria outlined in Footnote 8.

**TABLE 1**  
**SUMMARY OF ANNUALIZED PREMIUM BY AGENCY OWNER (2023)<sup>1, 2</sup>**

Table 1 provides a snapshot of the size of the book of business associated with each of the Included RA Locations and Included OA Locations, which is a commonly-referenced metric used in the insurance industry to determine agency size. “Annualized Premium” is defined as the amount of premium customers pay for policies in one year; if a policy is issued in a six-month term, the premium amount is doubled.

The information presented immediately below shows the Annualized Premium of the 125 Agency Owners operating the 141 Included RA Locations for the 2023 calendar year. The 141 Included RA Locations in Table 1 were open for more than twelve months as of December 31, 2023. The Annualized Premium of our multi-unit owners are combined because our multi-unit owners are permitted to share business across their locations, and the number of multi-unit owners in each subset are shown below. The column presenting data for Number of Agency Owners shows the count of individual owners, including multi-unit owners, who fall within a premium range, and the column presenting data for Number of Locations shows the count of agency locations within a



premium range. Since our multi-unit owners each own more than one location, the total location count exceeds the number of Agency Owners in the second column. However, the number of Agency Owners in a particular premium range may exceed the number of locations in that same category, since the total Annualized Premium for those owners may be within the designated premium range, but the Annualized Premium for the constituent agencies may be within different Annualized Premium range(s). The Included RA Agencies excludes 1 Retail Agency that converted to that model and was previously operated as an Office Agency.

| <b>Annualized Premium for Calendar Year Ending December 31, 2023</b> | <b>Number of Agency Owners</b> | <b>Number of Multi-Unit Location Owners</b> | <b>Number of Locations</b> |
|--|--------------------------------|---|----------------------------|
| Over \$25M   | 7                              | 4   | 12                         |
| Between \$15M & \$25M  | 13                             | 5   | 19                         |
| Between \$10M & \$15M  | 14                             | 2   | 16                         |
| Between \$8M & \$10M   | 9                              | 0   | 9                          |
| Between \$6M & \$8M  | 15                             | 0   | 15                         |
| Between \$4M & \$6M  | 20                             | 2   | 22                         |
| Between \$3M & \$4M  | 8                              | 0   | 8                          |
| Between \$2M & \$3M  | 15                             | 1   | 16                         |
| Between \$1M & \$2M  | 11                             | 0   | 11                         |
| Under \$1M   | 13                             | 0   | 13                         |

The information presented immediately below shows the Annualized Premium of the 125 Agency Owners operating the Included OA Locations for the 2023 calendar year. The 125 Included OA Locations in Table 1 were open for more than twelve months as of December 31, 2023. As set forth above, the Included OA Agencies excludes 17 Office Agencies that converted to that model and were previously operated as Retail Agency, and 1 Office Agency that was previously operated as an Office Agency Standard. None of the Included OA Locations were multi-unit owners during the disclosure period.

| <b>OFFICE AGENCY ANNUALIZED PREMIUM</b>                              |  |  |
|--|--|--|
| <b>Annualized Premium for Calendar Year Ending December 31, 2023</b> | <b>Number of Agency Owners and Locations</b> | <b>Number of Locations Operating Less than 2 Years</b> |
| Over \$2M  | 3  | 0  |
| \$1M - \$2M  | 13   | 8  |
| \$500K - \$1M  | 19   | 10   |
| \$200K - \$500K  | 26   | 26   |
| \$100K - \$200K  | 20   | 19   |
| Under \$100K   | 44   | 44   |

**TABLE 2  
NEW BUSINESS POLICY PRODUCTION BY PRODUCER (2023)<sup>3,4</sup>**

Table 2 profiles the number of New Business policies and New Business Annualized Premiums generated by Producers of 133 Retail Agencies, 74 Office Agencies and 15 Office Agency Standard locations that commenced operations and received commissions by December 31, 2022, were open and operating for the entire 2023 calendar year, and which employed at least one full-time Producer during calendar year 2023, defined as a Producer who was associated with the agency for the entire 2023 calendar year and sold a minimum of 50 policies in 2023. Unlike the Tables above, Table 2 does not exclude (i) any Producers who worked for Brightway Locations that converted model types during their tenure, and (ii) any data for Office Agency Standard locations, because Table 2 does not present agency-level data. For the broader purposes of Item 19, “Producer” is defined as an individual who sells property and casualty insurance in Brightway Locations, including owners. 24 Brightway Locations are excluded from Table 2 because they did not satisfy the criteria of employing at least one full-time producer who was associated with the agency for the entire 2023 calendar year.

New Business Annualized Premium is defined as the amount of premium customers pay for a new policy in one year; if a policy is issued in a six-month term, the premium amount is doubled.

Included in Table 2 are 407 Producers who owned or were employed by the subset of Brightway Locations described above. Table 2 excludes any Producers who did not sell a minimum of 50 policies in 2023, in order to include only those individuals who have New Business production as a meaningful part of their jobs. We separately identify Producers employed by Office Agencies and Retail Agencies in the bottom row, where “RA” refers to Retail Agency Producers and “OA” describes Office Agency Producers (including Office Agency Standard Producers). If an agency converted during its tenure, the model type designation for its Producers is determined by the type of agency operated as of December 31, 2023.

| Category  | Average                | Top 25%               | Bottom 25%            | Median                 | High        | Low         |
|---|------------------------|-----------------------|-----------------------|------------------------|-------------|-------------|
| New Business Policies Sold per Producer in 2023 | 266                    | 597                   | 77                    | 186                    | 3419        | 53          |
| New Business Annualized Premiums per Producer   | \$457,191              | \$1,082,652           | \$115,991             | \$301,949              | \$6,270,217 | \$43,409    |
| Number of Producers                             | 407<br>(308 RA; 99 OA) | 103<br>(76 RA; 27 OA) | 104<br>(81 RA; 23 OA) | 407<br>(308 RA; 99 OA) | 1<br>(1 RA) | 1<br>(1 OA) |

**TABLE 3  
NEW BUSINESS PRODUCTION BY AGENCY (2023)<sup>5</sup>**

Table 3 of this Item sets forth the number of New Business policies sold by certain Included Locations during their first, second and third years of operations. Table 3 shows information for those Brightway Locations that opened after January 1, 2020, did not convert model types, have at least one full year of operations as of the issuance date of this Disclosure Document, and remain open as of the issuance date of this Disclosure Document. In Table 3, each “Office Count” represents performance data for an Included Location during one twelve-month period of operations. Depending on the opening date of the Included Location, either one, two or three years of performance data for each Included Office is represented in the Tables below. Average and median number of producers are rounded to the nearest whole number.

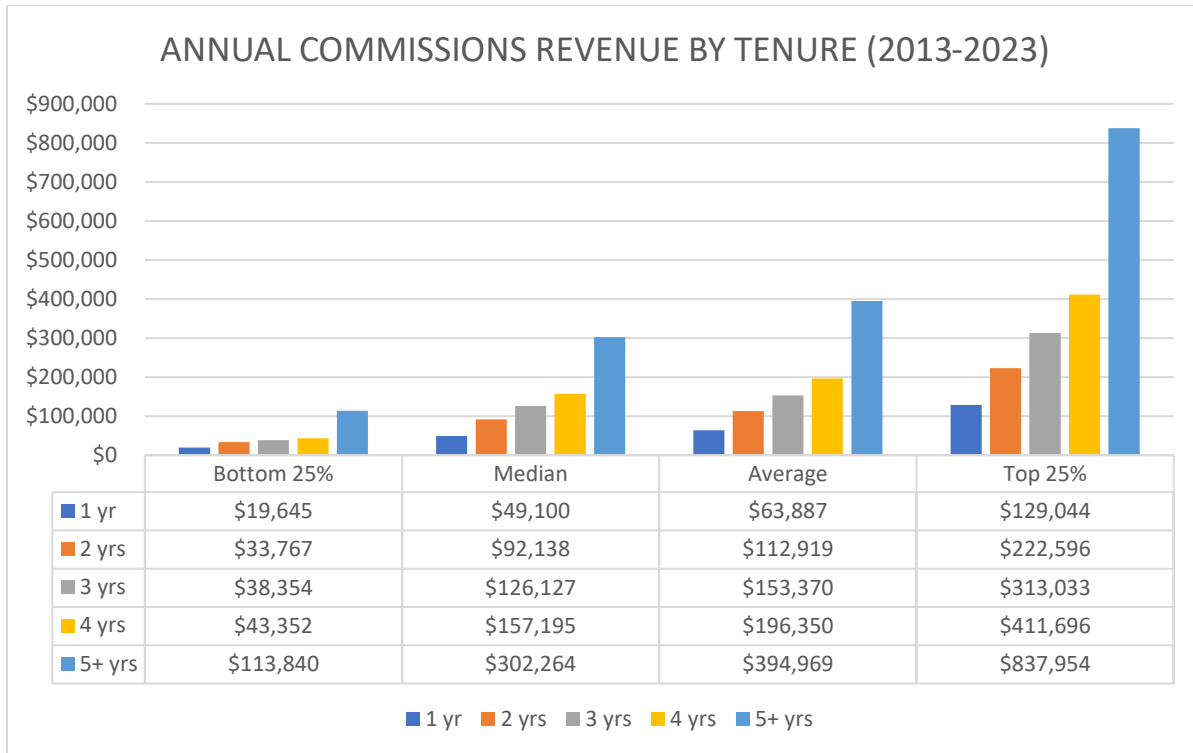
| <b>New Business Production by Agency and Tenure<br/>INCLUDED LOCATIONS</b> |  |   |  |   |
|--|--|---|--|---|
| <b>Tenure</b>  | <b>Average - New<br/>Business Policies<br/>Sold Annually</b> | <b>Median - New<br/>Business Policies<br/>Sold Annually</b> | <b>Average Number<br/>of Producers</b> | <b>Median<br/>Number of<br/>Producers</b> |
| Year 1   | 135  | 106   | 1                                      | 1   |
| Year 2   | 240  | 144   | 1                                      | 1   |
| Year 3   | 304  | 224   | 1                                      | 1   |

**TABLE 4  
ANNUAL COMMISSIONS PAID TO RETAIL AGENCIES BY LOCATION (2013-2023)<sup>6,7</sup>**

The information below reflects average commissions earned by Retail Agencies with at least one full calendar year of operations, grouped by Tenure. Amounts shown are the commissions paid to Agency Owners during the calendar years ranging from 2013 to 2023, after taking into account the percentage of commissions retained by Brightway. We have not been offering Office Agencies for five years. Accordingly, no Office Agencies are included in the data set forth in Table 4.

We have segregated the data by the Retail Agency “Tenure,” defined as the number of twelve-month periods, or Tenure years, in which a Retail Agency received commissions.

For all information presented in this Table 4, Tenure reflects full calendar years of business. We do this to account for the ramp-up when a Brightway Location first commences operation and to normalize results. Therefore, if a store opened in July, that Location’s first full year starts in January of the following year. For the number of Included RA Locations in each Tenure, along with relative performance, see Footnote 7. All Retail Agencies included in this chart had at least one full calendar year of operations on or before December 31, 2023, regardless of operational status as of that date.



**TABLE 5  
REVENUE OF ESTABLISHED BRIGHTWAY LOCATIONS (2023)<sup>8</sup>**

Table 5 of this Item sets forth agency revenue information for established Brightway Locations.

Included in Table 5 are 70 of the Included RA Locations that were open for five full years as of December 31, 2023 and that meet the criteria outlined in Footnote 8, which includes the requirement that the Included RA Location meets Brightway’s then-current staffing requirements.

**The primary purpose of Table 5 is to show the revenue of mature, tenured Brightway Locations that have been in business five years or more.**

| Year        | Average Revenue Top 25% | Average Revenue | Average Revenue Bottom 25% | Median Revenue | High        | Low       |
|-------------|-------------------------|-----------------|----------------------------|----------------|-------------|-----------|
| <b>2023</b> | \$1,280,570             | \$651,362       | \$261,150                  | \$504,122      | \$2,708,190 | \$124,765 |

**FOOTNOTES TO ALL ITEM 19 TABLES**

- Table 1 shows the results of all 266 Included Locations that commenced operations and received commissions by December 31, 2022, were open and operating for the entire 2023 calendar year, and did not convert model type during their tenure. Information is shown separately for Included OA Locations and Included RA Locations. The final column of each Table 1 chart notes how many of the Included Locations in

each premium range were open and operating for less than two full years as of December 31, 2023.

- The average “Tenure” of the Included RA Locations in each subset of Table 1, defined as the number of twelve-month periods for which a Brightway Location had received commissions as of the end of the 2023 calendar year, is as follows:

| Annualized Premium (2023) | Average Tenure |
|---------------------------|----------------|
| Over \$25M                | 10             |
| Between \$15M & \$25M     | 8              |
| Between \$10M & \$15M     | 11             |
| Between \$8M & \$10M      | 11             |
| Between \$6M & \$8M       | 9              |
| Between \$4M & \$6M       | 9              |
| Between \$3M & \$4M       | 7              |
| Between \$2M & \$3M       | 4              |
| Between \$1M & \$2M       | 4              |
| Under \$1M                | 2              |

- In Table 2, of the 407 Producers included, 46 out of 102 (45%) exceeded the Bottom 25% Average New Business Policies Sold, 141 out of 407 (35%) exceeded the Average New Business Policies Sold, and 35 out of 101 (35%) exceeded the Top 25% Average New Business Policies Sold.

In Table 2, of the 407 Producers included, 52 out of 102 (51%) exceeded the Bottom 25% Average New Business Annualized Premium, 129 out of 407 (32%) exceeded the Average New Business Annualized Premium, and 36 out of 101 (36%) exceeded the Top 25% Average New Business Annualized Premium.

In this table, the high and low results are exact numbers and not averages.

- Out of the 407 Producers represented in Table 2, a total of 45 Producers (11%) had a New Business Annualized Premium during calendar year 2023 greater than one million dollars (\$1M). 3 of these Producers owned or were employed by an Office Agency, and 42 of these Producers owned or were employed by a Retail Agency.
- Table 3 contains information for all Included Locations that were open and operational for their first, second and/or third full year between January 1, 2020 and the issuance date of this Disclosure Document. “Year 1” represents data for any agency included in this subset based on its first full twelve months of operations. “Year 2” represents data for any agency included in this subset based on its second twelve-month period of operations. “Year 3” represents data for any agency included in this subset based on its third twelve-month period of operations. There are 33 Included Locations in Year 1, 31 Included Locations in Year 2, and 18 Included Locations in Year 3. “Producer” is defined as an individual who sells property and casualty insurance in Brightway Locations, including owners. “Average Producers” was calculated by identifying the number of producers associated with an Included Location during Years 1, 2 or 3, dividing it by the applicable Office Count, and rounding to the nearest whole number. “Production” includes all new business production for all lines of business. As an example, if an Included Location opened in January 2021, its new business

production and number of producers during the first full year of operations would be included the relevant columns for “Year 1,” and its new business production and number of producers during the second full year of operations would be included the relevant columns for “Year 2.” If an Included Location opened in October of 2022, the relevant data points would only be included in the columns for “Year 1,” since it does not have a second or third full year of operations. If an Included Location opened in 2016, it would be excluded from Table 3 altogether, since the first and second full years of operations fall outside the measurement period.

6. In Table 4, we calculate the data in terms of “Locations,” and each Location represents performance data during one calendar year (2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023) for one Brightway Location. Table 4 includes data for Brightway Locations that were open and operating for one full year as of December 31, 2023. We have segregated the data by the Brightway Location’s “Tenure,” which is the number of twelve-month periods, or Tenure years, for which a Brightway Location received commissions as of the end of the particular calendar year in question. As an example, if a Brightway Location opened in 2019, its first four full calendar years of performance (2020 through 2023) would be represented in Table 4 in Tenure years 1 through 4, and it would be counted as one “Location” in each of these Tenure years. As another example, if a particular Brightway Location has performance data for Tenure years 5 through 7, then its performance for those three years would be represented in Table 4 as three Locations in the 5+ Tenure subset. Excluded from Table 4 are franchised Brightway Locations that were open for less than one year as of the end of a particular calendar year. In Table 4, the Top 25% were identified based on the Locations with the highest commission revenue in a particular year, calculated independently for each Tenure group and each calendar year between 2013 and 2023. In this table, the high and low results are exact numbers and not averages.

7. In Table 4, there were 61 Locations with a Tenure of 1. The lowest annual commission for a Location with a Tenure of 1 was \$8,308, and the highest annual commission for a Location with a Tenure of 1 was \$263,972.

There were 59 Locations with a Tenure of 2. The lowest annual commission for a Location with a Tenure of 2 was \$175, and the highest annual commission for a Location with a Tenure of 2 was \$484,064.

There were 76 Locations with a Tenure of 3. The lowest annual commission for a Location with a Tenure of 3 was \$1,278, and the highest annual commission for a Location with a Tenure of 3 was \$595,353.

There were 68 Locations with a Tenure of 4. The lowest annual commission for a Location with a Tenure of 4 was \$323, and the highest annual commission for a Location with a Tenure of 4 was \$674,468.

There were 447 Locations with a Tenure of 5+. The lowest annual commission for a Location with a Tenure of 5+ was \$1,311, and the highest annual commission for a Location with a Tenure of 5+ was \$2,685,787.

The average annual commission presented in Table 4 is the portion of the amounts paid by Contracted Companies to Brightway that Brightway then pays to Agency Owner for the sale of policies. This is the “net” commission amount, after Brightway retains its percentage of New Business and Renewal Business commissions. All Brightway Locations included in Table 4 are Retail Agencies, which receive the following baseline net commissions: for New Business, this represents 85% of the commissions paid to Brightway, and for Renewal Business this represents 55% of the commissions paid to Brightway. Retail Agencies are able to retain a higher percentage of commissions if they qualify for participation in the “Horizons” program, and, commencing with the issuance of this Disclosure Document, if they are in their first two years of operations

and qualify for the “Sunrise” program. The “Sunrise” program was created in 2022. Office Agencies receive a lower net commission amount, as described in more detail in Item 6.

8. Table 5 contains Revenue information for a subset of 70 Included RA Locations that commenced operations and received commissions by December 31, 2022 and were open and operating for the entire 2023 calendar year. Excluded from this Table are the following: (a) Agency Owners who have not been receiving commissions for one full calendar year as of December 31, 2023; (b) Agency Owners who were not “fully staffed,” which means they did not have three or more Producers earning commissions as of December 31, 2023, and (c) all Office Agencies (since no Office Agency has a tenure of five or more years). 29 Brightway Locations were excluded from Table 5 for failing to satisfy our current staffing requirements. Of this subset of 70 Included RA Locations, 18 are Top 25% Agencies and 18 are Bottom 25% Agencies.

The term “Revenue” means the total commissions paid to Agency Owners during the 2023 calendar year in each subset, inclusive of any bonus payments through the “Horizons” program. Of the 70 Brightway Locations presented in Table 5, 25 (36%) exceeded the Overall Average Revenue. Of the 18 Top 25% Brightway Locations presented in Table 5, 5 (28%) exceeded the Top 25% Average Revenue. Of the 18 Bottom 25% Brightway Locations presented in Table 5, 10 (56%) exceeded the Bottom 25% Average Revenue. When examining these figures, please note that Revenue already account for the percentage of commissions that is retained by Brightway as a royalty, comprising 15% of the Brightway Sales Commissions for New Business and 45% of the Brightway Sales Commissions for Renewal Business for all Included RA Locations described in this Table (subject to “Horizons” bonus payments). Agency Owners that choose to purchase an Office Agency location will receive a different commission split, as described in more detail in Item 6. In this table, the high and low results are exact numbers and not averages.

#### **GENERAL NOTES TO ITEM 19**

1. **Some Agency Owners have earned the above amounts. Your individual results may differ. There is no assurance that you will earn as much.**
2. We suggest that you consult your financial advisor or accountant concerning the preparation of your financial projections, including any applicable taxes that you may incur in operating a Brightway Location.
3. Other than the preceding financial performance representation, Brightway Insurance, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Brightway Location, however, we may provide you with the actual records of that Brightway Location. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting the Compliance Department at our corporate offices at Brightway Insurance, LLC, 3733 University Boulevard West, Suite 100, Jacksonville, Florida 32217, 904-764-9554, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20:  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1 - Systemwide Location Summary  
For Fiscal Years Ended December 31, 2021, 2022, and 2023**

| Location Type | Year | Locations at Start of Year | Locations at End of Year | Net Change |
|---------------|------|----------------------------|--------------------------|------------|
| Franchised    | 2021 | 239                        | 287                      | +48        |
|               | 2022 | 287                        | 285                      | -2         |
|               | 2023 | 285                        | 333                      | +48        |
| Company-Owned | 2021 | 1                          | 2                        | +1         |
|               | 2022 | 2                          | 2                        | 0          |
|               | 2023 | 2                          | 2                        | 0          |
| Total         | 2021 | 240                        | 289                      | +49        |
|               | 2022 | 289                        | 287                      | -2         |
|               | 2023 | 287                        | 335                      | +48        |

**Table No. 2 - Transfers of Locations from Franchisees to New Owners  
For Fiscal Years Ended December 31, 2021, 2022, and 2023  
(Other than to Brightway or its Affiliates)**

| State     | Year | Number of Transfers |
|-----------|------|---------------------|
| Colorado  | 2021 | 0                   |
|           | 2022 | 1                   |
|           | 2023 | 0                   |
| Florida   | 2021 | 2                   |
|           | 2022 | 2                   |
|           | 2023 | 7                   |
| Georgia   | 2021 | 0                   |
|           | 2022 | 0                   |
|           | 2023 | 1                   |
| Missouri  | 2021 | 0                   |
|           | 2022 | 0                   |
|           | 2023 | 1                   |
| Tennessee | 2021 | 1                   |
|           | 2022 | 0                   |
|           | 2023 | 0                   |
| Wisconsin | 2021 | 0                   |
|           | 2022 | 0                   |
|           | 2023 | 0                   |
| Total     | 2021 | 3                   |
|           | 2022 | 5                   |



|  |      |   |
|--|------|---|
|  | 2023 | 9 |
|--|------|---|

**Table No. 3 - Status of Franchised Locations**  
**For Fiscal Years Ended December 31, 2021, 2022, and 2023**

| State       | Year | Locations at Start of Year | Locations Opened | Terminations | Non-Renewals | Reacquired by Brightway | Ceased Operations – Other Reason | Locations at End of Year |
|-------------|------|----------------------------|------------------|--------------|--------------|-------------------------|----------------------------------|--------------------------|
| Alabama     | 2021 | 1                          | 1                | 0            | 0            | 0                       | 1                                | 1                        |
|             | 2022 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
|             | 2023 | 1                          | 1                | 1            | 0            | 0                       | 1                                | 0                        |
| Arkansas    | 2021 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
|             | 2022 | 1                          | 0                | 0            | 0            | 0                       | 1                                | 0                        |
|             | 2023 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
| Arizona     | 2021 | 1                          | 1                | 0            | 0            | 0                       | 0                                | 2                        |
|             | 2022 | 2                          | 0                | 0            | 0            | 0                       | 1                                | 1                        |
|             | 2023 | 1                          | 2                | 0            | 0            | 0                       | 0                                | 3                        |
| California  | 2021 | 4                          | 6                | 0            | 0            | 0                       | 2                                | 8                        |
|             | 2022 | 8                          | 6                | 1            | 1            | 0                       | 3                                | 9                        |
|             | 2023 | 9                          | 5                | 2            | 0            | 0                       | 2                                | 10                       |
| Colorado    | 2021 | 4                          | 0                | 0            | 0            | 0                       | 0                                | 4                        |
|             | 2022 | 4                          | 0                | 0            | 0            | 0                       | 0                                | 4                        |
|             | 2023 | 4                          | 2                | 0            | 0            | 0                       | 0                                | 6                        |
| Connecticut | 2021 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|             | 2022 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
|             | 2023 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
| Florida     | 2021 | 135                        | 25               | 2            | 0            | 1                       | 14                               | 143                      |
|             | 2022 | 143                        | 18               | 3            | 0            | 4*                      | 15                               | 139                      |
|             | 2023 | 139                        | 37               | 1            | 1            | 0                       | 12**                             | 163                      |
| Georgia     | 2021 | 7                          | 5                | 0            | 0            | 0                       | 4                                | 8                        |
|             | 2022 | 8                          | 3                | 0            | 0            | 0                       | 3                                | 8                        |
|             | 2023 | 8                          | 8**              | 2            | 0            | 0                       | 2                                | 12                       |
| Iowa        | 2021 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
|             | 2022 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
|             | 2023 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
| Idaho       | 2021 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|             | 2022 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
|             | 2023 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
| Illinois    | 2021 | 3                          | 2                | 0            | 0            | 0                       | 1                                | 4                        |
|             | 2022 | 4                          | 1                | 0            | 0            | 0                       | 2                                | 3                        |

| State          | Year | Locations at Start of Year | Locations Opened | Terminations | Non-Renewals | Reacquired by Brightway | Ceased Operations – Other Reason | Locations at End of Year |
|----------------|------|----------------------------|------------------|--------------|--------------|-------------------------|----------------------------------|--------------------------|
|                | 2023 | 3                          | 2                | 0            | 0            | 0                       | 0                                | 5                        |
| Indiana        | 2021 | 3                          | 0                | 0            | 0            | 0                       | 0                                | 3                        |
|                | 2022 | 3                          | 2                | 0            | 0            | 0                       | 2                                | 3                        |
|                | 2023 | 3                          | 3**              | 1            | 0            | 0                       | 0                                | 5                        |
| Kansas         | 2021 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
|                | 2022 | 1                          | 1                | 0            | 0            | 0                       | 0                                | 2                        |
|                | 2023 | 2                          | 1                | 1            | 0            | 0                       | 0                                | 2                        |
| Kentucky       | 2021 | 1                          | 1                | 0            | 0            | 0                       | 1                                | 1                        |
|                | 2022 | 1                          | 0                | 1            | 0            | 0                       | 0                                | 0                        |
|                | 2023 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
| Louisiana      | 2021 | 14                         | 4                | 0            | 0            | 0                       | 0                                | 18                       |
|                | 2022 | 18                         | 5                | 0            | 0            | 0                       | 1                                | 22                       |
|                | 2023 | 22                         | 2                | 0            | 0            | 0                       | 5                                | 19                       |
| Maryland       | 2021 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
|                | 2022 | 1                          | 0                | 1            | 0            | 0                       | 0                                | 0                        |
|                | 2023 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
| Massachusetts  | 2021 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|                | 2022 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|                | 2023 | 0                          | 3                | 0            | 0            | 0                       | 0                                | 3                        |
| Michigan       | 2021 | 5                          | 4                | 0            | 0            | 0                       | 1                                | 8                        |
|                | 2022 | 8                          | 2                | 0            | 0            | 0                       | 2                                | 8                        |
|                | 2023 | 8                          | 1                | 0            | 0            | 0                       | 1                                | 8                        |
| Mississippi    | 2021 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
|                | 2022 | 1                          | 2                | 0            | 0            | 0                       | 1                                | 2                        |
|                | 2023 | 2                          | 0                | 0            | 0            | 0                       | 0                                | 2                        |
| Missouri       | 2021 | 2                          | 1                | 0            | 0            | 0                       | 0                                | 3                        |
|                | 2022 | 3                          | 0                | 0            | 0            | 0                       | 2                                | 1                        |
|                | 2023 | 1                          | 3                | 0            | 0            | 0                       | 0                                | 4                        |
| Minnesota      | 2021 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|                | 2022 | 0                          | 1                | 0            | 0            | 0                       | 1                                | 0                        |
|                | 2023 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
| Montana        | 2021 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|                | 2022 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|                | 2023 | 0                          | 1                | 0            | 0            | 0                       | 1                                | 0                        |
| North Carolina | 2021 | 10                         | 4                | 0            | 0            | 0                       | 0                                | 14                       |

| State          | Year | Locations at Start of Year | Locations Opened | Terminations | Non-Renewals | Reacquired by Brightway | Ceased Operations – Other Reason | Locations at End of Year |
|----------------|------|----------------------------|------------------|--------------|--------------|-------------------------|----------------------------------|--------------------------|
|                | 2022 | 14                         | 1                | 0            | 0            | 0                       | 1                                | 14                       |
|                | 2023 | 14                         | 2                | 1            | 0            | 0                       | 2                                | 13                       |
| New Jersey     | 2021 | 1                          | 1                | 0            | 0            | 0                       | 1                                | 1                        |
|                | 2022 | 1                          | 1                | 0            | 0            | 0                       | 1                                | 1                        |
|                | 2023 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
| Nevada         | 2021 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
|                | 2022 | 1                          | 0                | 0            | 0            | 0                       | 1                                | 0                        |
|                | 2023 | 0                          | 2                | 0            | 0            | 0                       | 0                                | 2                        |
| New York       | 2021 | 4                          | 6                | 0            | 0            | 0                       | 0                                | 10                       |
|                | 2022 | 10                         | 5                | 3            | 0            | 0                       | 2                                | 10                       |
|                | 2023 | 10                         | 1                | 2            | 0            | 0                       | 1**                              | 8                        |
| Ohio           | 2021 | 0                          | 3                | 0            | 0            | 0                       | 1                                | 2                        |
|                | 2022 | 2                          | 1                | 0            | 0            | 0                       | 0                                | 3                        |
|                | 2023 | 3                          | 1                | 1            | 0            | 0                       | 0                                | 3                        |
| Oklahoma       | 2021 | 4                          | 1                | 0            | 0            | 0                       | 1                                | 4                        |
|                | 2022 | 4                          | 0                | 0            | 0            | 0                       | 1                                | 3                        |
|                | 2023 | 3                          | 0                | 1            | 0            | 0                       | 0                                | 2                        |
| Oregon         | 2021 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
|                | 2022 | 1                          | 1                | 0            | 0            | 0                       | 0                                | 2                        |
|                | 2023 | 2                          | 0                | 0            | 0            | 0                       | 0                                | 2                        |
| Pennsylvania   | 2021 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|                | 2022 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|                | 2023 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
| Rhode Island   | 2021 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|                | 2022 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|                | 2023 | 0                          | 1                | 1            | 0            | 0                       | 0                                | 0                        |
| South Carolina | 2021 | 9                          | 4                | 0            | 0            | 0                       | 3                                | 10                       |
|                | 2022 | 10                         | 2                | 0            | 0            | 0                       | 4                                | 8                        |
|                | 2023 | 8                          | 1                | 0            | 0            | 0                       | 2                                | 7                        |
| Tennessee      | 2021 | 3                          | 1                | 0            | 0            | 0                       | 0                                | 4                        |
|                | 2022 | 4                          | 1                | 0            | 0            | 0                       | 1                                | 4                        |
|                | 2023 | 4                          | 2                | 1            | 0            | 0                       | 1                                | 4                        |
| Texas          | 2021 | 23                         | 14               | 1            | 0            | 0                       | 7                                | 29                       |
|                | 2022 | 29                         | 6                | 1            | 0            | 0                       | 5                                | 29                       |
|                | 2023 | 29                         | 19               | 2            | 0            | 0                       | 9**                              | 37                       |

| State         | Year | Locations at Start of Year | Locations Opened | Terminations | Non-Renewals | Reacquired by Brightway | Ceased Operations – Other Reason | Locations at End of Year |
|---------------|------|----------------------------|------------------|--------------|--------------|-------------------------|----------------------------------|--------------------------|
| Utah          | 2021 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
|               | 2022 | 1                          | 1                | 0            | 0            | 0                       | 0                                | 2                        |
|               | 2023 | 2                          | 0                | 0            | 0            | 0                       | 0                                | 2                        |
| Virginia      | 2021 | 0                          | 2                | 0            | 0            | 0                       | 1                                | 1                        |
|               | 2022 | 1                          | 1                | 0            | 0            | 0                       | 0                                | 2                        |
|               | 2023 | 2                          | 2                | 1            | 0            | 0                       | 0                                | 3                        |
| Washington    | 2021 | 1                          | 0                | 0            | 0            | 0                       | 1                                | 0                        |
|               | 2022 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|               | 2023 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
| West Virginia | 2021 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|               | 2022 | 0                          | 0                | 0            | 0            | 0                       | 0                                | 0                        |
|               | 2023 | 0                          | 1                | 0            | 0            | 0                       | 0                                | 1                        |
| Wisconsin     | 2021 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
|               | 2022 | 1                          | 0                | 0            | 0            | 0                       | 0                                | 1                        |
|               | 2023 | 1                          | 0                | 0            | 0            | 0                       | 1                                | 0                        |
| Total         | 2021 | 239                        | 91               | 3            | 0            | 1                       | 39                               | 287                      |
|               | 2022 | 287                        | 63               | 10           | 1            | 4                       | 50                               | 285                      |
|               | 2023 | 285                        | 106              | 17           | 1            | 0                       | 40                               | 333                      |

\* Four agencies each sold their book of business to our company-owned locations in the State of Florida in 2022; the physical locations closed so are not represented as reacquired locations in Table No. 4 above.

\*\* The “Locations Opened” and “Ceased Operations” counts marked by two asterisks in Florida, Georgia, Indiana New York, Texas represent agencies that relocated to a different state during 2023.

**Table No. 4 - Status of Company-Owned Locations  
For Fiscal Years Ended December 31, 2021, 2022, and 2023**

| State   | Year | Locations at Start of Year | Locations Opened | Locations Reacquired from Franchisees | Locations Closed | Locations Sold to Franchisees | Locations at End of Year |
|---------|------|----------------------------|------------------|---------------------------------------|------------------|-------------------------------|--------------------------|
| Florida | 2021 | 1                          | 0                | 1                                     | 0                | 0                             | 2                        |
|         | 2022 | 2                          | 0                | 0*                                    | 0                | 0                             | 2                        |
|         | 2023 | 2                          | 0                | 0                                     | 0                | 0                             | 2                        |
| Total   | 2021 | 1                          | 0                | 1                                     | 0                | 0                             | 2                        |
|         | 2022 | 2                          | 0                | 0*                                    | 0                | 0                             | 2                        |
|         | 2023 | 2                          | 0                | 0                                     | 0                | 0                             | 2                        |

\*Four agencies each sold their book of business to our company-owned locations in the State of Florida in 2022; the physical locations closed so are not represented as reacquired locations in Table No. 4 above.

**Table No. 5- Projected New Franchised Locations as of December 31, 2023**

| STATE          | Franchise Agreements Signed but Location not Opened | Projected New Franchised Locations in the Next Fiscal Year | Projected New Company-Owned Locations in the Next Fiscal Year |
|----------------|---|--|---|
| Alabama        | 0   | 4  | 0   |
| Arizona        | 0   | 5  | 0   |
| California     | 0   | 0  | 0   |
| Colorado       | 1   | 3  | 0   |
| Florida        | 9   | 15   | 0   |
| Georgia        | 1   | 5  | 0   |
| Iowa           | 1   | 5  | 0   |
| Illinois       | 0   | 5  | 0   |
| Indiana        | 0   | 5  | 0   |
| Kansas         | 0   | 4  | 0   |
| Kentucky       | 0   | 2  | 0   |
| Louisiana      | 1   | 4  | 0   |
| Massachusetts  | 0   | 3  | 0   |
| Maryland       | 0   | 5  | 0   |
| Michigan       | 0   | 4  | 0   |
| Missouri       | 0   | 4  | 0   |
| Minnesota      | 0   | 5  | 0   |
| Mississippi    | 0   | 4  | 0   |
| New York       | 1   | 0  | 0   |
| North Carolina | 1   | 6  | 0   |
| New Jersey     | 0   | 0  | 0   |
| Nevada         | 1   | 5  | 0   |
| Ohio           | 2   | 7  | 0   |
| Oklahoma       | 0   | 3  | 0   |
| Oregon         | 0   | 2  | 0   |
| Pennsylvania   | 0   | 3  | 0   |
| Rhode Island   | 0   | 0  | 0   |
| South Carolina | 1   | 5  | 0   |
| Texas          | 6   | 5  | 0   |
| Tennessee      | 1   | 5  | 0   |
| Virginia       | 0   | 5  | 0   |
| Utah           | 0   | 5  | 0   |
| Washington     | 0   | 3  | 0   |
| <b>Total</b>   | <b>26</b>   | <b>140</b>   | <b>0</b>  |

Attached as Exhibit E is a list of the franchisees that have entered into agreements with us as of the end of our most recent fiscal year. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In the past three years, current and former franchisees have signed confidentiality clauses restricting their ability to speak openly about their experience with the Brightway 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.

There is currently no trademark specific franchisee organization associated with the Brightway System.

**ITEM 21:  
FINANCIAL STATEMENTS**

Attached as Exhibit A to this Disclosure Document are (i) the restatement of our audited financial statements for our fiscal years ended December 31, 2020 and 2021, (ii) our audited financial statements for our fiscal year ended December 31, 2022, and (iii) the audited financial statements for our parent Brightway Holdings, LLC for the fiscal year ended December 31, 2023. Our fiscal year and the fiscal year for Brightway Holdings, LLC ends on December 31.

**ITEM 22:  
CONTRACTS**

The following agreements related to your business are attached as exhibits to this Disclosure Document:

- Exhibit B: Franchise Agreement
- Exhibit C: Sample Termination and Release Agreement
- Exhibit F: Retail Agency Initial Fee Note
- Exhibit J: Affidavit Regarding Existing Contractual Obligations
- Exhibit K: Collateral Assignment of Lease
- Exhibit L: Confidentiality and Non-Competition Agreement
- Exhibit M: Office Agency Initial Fee Note; Retail Agency Conversion Fee Note
- Exhibit N: Guarantee of Performance

**ITEM 23:  
RECEIPTS**

The last two pages of this Disclosure Document are detachable receipts acknowledging your receipt of this Disclosure Document. Please sign and date both Receipts (as of the date you received this Disclosure Document), return one Receipt to us and retain one for your records. If you are missing these Receipts, please contact us at the following address or telephone number:

Compliance  
Brightway Insurance, LLC  
3733 University Boulevard West, Suite 100  
Jacksonville, Florida 32217  
904-483-3584  
compliance@brightway.com

**EXHIBIT A:**  
**FINANCIAL STATEMENTS**



# **Brightway Holdings, LLC**

**Financial Statements as of and for the Year Ended December 31, 2023**

## BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS

|   | <b>Page</b> |
|---|-------------|
| Report of Independent Auditors                            | 2           |
| Consolidated Statements of Financial Position             | 4           |
| Consolidated Statements of Income                         | 5           |
| Consolidated Statements of Member's Equity                | 6           |
| Consolidated Statements of Cash Flows                     | 7           |
| Notes to Financial Statements:                            |             |
| Note 1 – Basis of Presentation                            | 8           |
| Note 2 – Summary of Significant Accounting Policies       | 8           |
| Note 3 – Acquisitions                                     | 13          |
| Note 4 – Revenue  | 14          |
| Note 5 – Receivables                                      | 15          |
| Note 6 – Notes Receivable                                 | 15          |
| Note 7 – Property and Equipment                           | 16          |
| Note 8 – Goodwill and Other Intangible Assets             | 17          |
| Note 9 – Leases   | 18          |
| Note 10 – Long-term Debt                                  | 19          |
| Note 11 – Equity  | 20          |
| Note 12 – Equity-based Compensation                       | 20          |
| Note 13 – Employee Benefit Plans and Long-Term Incentives | 22          |
| Note 14 – Fair Value Measurements                         | 22          |
| Note 15 – Commitments and Contingencies                   | 23          |
| Note 16 – Related Parties                                 | 24          |



## Independent Auditor's Report

RSM US LLP

Board of Directors  
Brightway Holdings, LLC

### Opinion

We have audited the consolidated financial statements of Brightway Holdings, LLC and its subsidiaries (the Company), which comprise the consolidated statements of financial position as of December 31, 2023 and 2022, the related consolidated statements of income, 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, 2023 and 2022, 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*

Jacksonville, Florida  
March 29, 2024

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

| <i>As of December 31,</i>                    | <b>2023</b>       | <b>2022</b>       |
|--|-------------------|-------------------|
| <b>Assets:</b>                               |                   |                   |
| Cash available for use                       | \$ 5,567          | \$ 3,397          |
| Restricted cash                              | 1,049             | 945               |
| Commissions and fees receivable, net         | 9,492             | 6,819             |
| Current portion of notes receivable, net     | 87                | 65                |
| Prepaid expenses                             | 901               | 1,034             |
| Other assets                                 | 89                | 183               |
| <b>Total current assets</b>                  | <b>17,185</b>     | <b>12,443</b>     |
| Goodwill                                     | 141,105           | 141,105           |
| Finite-lived intangibles, net                | 142,788           | 167,733           |
| Property and equipment, net                  | 3,128             | 3,055             |
| Non-current portion of notes receivable, net | 1,529             | 1,308             |
| Right-of-use asset                           | 6,443             | 7,948             |
| Other assets, less current portion           | 2,113             | 3,433             |
| <b>Total non-current assets</b>              | <b>297,106</b>    | <b>324,582</b>    |
| <b>Total assets</b>                          | <b>\$ 314,291</b> | <b>\$ 337,025</b> |
| <b>Liabilities:</b>                          |                   |                   |
| Accounts payable and accrued liabilities     | \$ 19,633         | \$ 13,622         |
| Contract liabilities                         | 730               | 882               |
| Lease liability                              | 1,212             | 946               |
| Current portion of long-term debt            | 850               | 850               |
| <b>Current liabilities</b>                   | <b>22,425</b>     | <b>16,300</b>     |
| Accounts payable and accrued liabilities     | 2,456             | 3,997             |
| Contract liabilities, less current portion   | 166               | 187               |
| Lease liability                              | 5,585             | 7,051             |
| Long-term debt, less current portion         | 85,748            | 82,525            |
| Long-term liability, other                   | 4,564             | 1,456             |
| <b>Non-current liabilities</b>               | <b>98,519</b>     | <b>95,216</b>     |
| <b>Total liabilities</b>                     | <b>\$ 120,944</b> | <b>\$ 111,516</b> |
| <b>Member's equity</b>                       |                   |                   |
| Contributed equity                           | \$ 266,940        | \$ 266,748        |
| Accumulated deficit                          | (73,593)          | (41,239)          |
| <b>Total member's equity</b>                 | <b>193,347</b>    | <b>225,509</b>    |
| <b>Total liabilities and member's equity</b> | <b>\$ 314,291</b> | <b>\$ 337,025</b> |

*See Notes to the Consolidated Financial Statements.*

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

**CONSOLIDATED STATEMENTS OF INCOME**

| <i>For the year ended December 31,</i> | <b>2023</b>        | <b>2022</b>        |
|--|--------------------|--------------------|
| Brokerage commissions and fees, net    | \$ 9,470           | \$ 8,275           |
| Franchise commissions and fees, net    | 44,012             | 37,426             |
| Supplemental commissions and fees      | 396                | 659                |
| Franchise sales                        | 2,829              | 1,703              |
| Interest income                        | 217                | 124                |
| Other revenues                         | 98                 | 168                |
| <b>Total revenue</b>                   | <b>57,022</b>      | <b>48,355</b>      |
| Employee compensation                  | 30,726             | 27,641             |
| General and administrative expense     | 21,534             | 22,361             |
| Amortization                           | 24,945             | 28,066             |
| Depreciation                           | 1,197              | 674                |
| Impairment loss                        | -                  | 2,664              |
| <b>Total operating expenses</b>        | <b>78,402</b>      | <b>81,406</b>      |
| Operating income (loss)                | (21,380)           | (33,161)           |
| Change in acquisition consideration    | 96                 | 110                |
| Interest expense                       | 10,878             | 7,770              |
| <b>Net income (loss)</b>               | <b>\$ (32,354)</b> | <b>\$ (40,931)</b> |

*See Notes to the Consolidated Financial Statements.*

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

**CONSOLIDATED STATEMENTS OF MEMBER'S EQUITY**

|                            | <b>Contributed<br/>Equity</b> | <b>Accumulated Deficit</b> | <b>Total Member's<br/>Equity</b> |
|----------------------------|-------------------------------|----------------------------|----------------------------------|
| <b>January 1, 2022</b>     | \$ 263,619                    | \$ 76                      | \$ 263,695                       |
| Net loss                   | -                             | (40,931)                   | (40,931)                         |
| Equity-based compensation  | 1,329                         | -                          | 1,329                            |
| Accounting policy adoption | -                             | (384)                      | (384)                            |
| Capital contributions      | 1,800                         | -                          | 1,800                            |
| <b>December 31, 2022</b>   | <b>266,748</b>                | <b>(41,239)</b>            | <b>225,509</b>                   |
| Net loss                   | -                             | (32,354)                   | (32,354)                         |
| Equity-based compensation  | 192                           | -                          | 192                              |
| <b>December 31, 2023</b>   | <b>\$ 266,940</b>             | <b>\$ (73,593)</b>         | <b>\$ 193,347</b>                |

*See Notes to the Consolidated Financial Statement*

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

**CONSOLIDATED STATEMENT OF CASH FLOWS**

| <i>For the year ended December 31,</i>  | <b>2023</b>     | <b>2022</b>     |
|---|-----------------|-----------------|
| <i>Cash flows from operating activities:</i>  |                 |                 |
| Net loss  | \$ (32,354)     | \$ (40,931)     |
| Adjustments from net income to net cash provided by (used in) operating activities: |                 |                 |
| Items not requiring (providing) cash:   |                 |                 |
| Non-cash compensation   | -               | 25              |
| Provision for credit loss   | 208             | 288             |
| Equity-based compensation granted   | 192             | 1,329           |
| Loss on disposal of property and equipment  | -               | 138             |
| Change in estimated acquisition liability   | 96              | 110             |
| Impairment loss   | -               | 2,664           |
| Write down of intangible assets   | -               | 428             |
| Depreciation  | 1,197           | 674             |
| Amortization of intangible assets   | 24,945          | 28,066          |
| Amortization of debt issuance costs   | 357             | 207             |
| Changes in Operating Assets and Liabilities   |                 |                 |
| Commissions and contingencies receivable  | (2,673)         | 305             |
| Prepaid and other current assets  | 1,064           | 531             |
| Notes receivable  | (451)           | (610)           |
| Contract and other liabilities  | (173)           | 61              |
| Accounts payable and accrued expenses   | 8,209           | 2,353           |
| <b>Net Cash Used in Operating Activities</b>  | <b>617</b>      | <b>(4,362)</b>  |
| <i>Cash Flows Used in Investing Activities:</i>                                     |                 |                 |
| Acquisition of intangible assets  | -               | (1,869)         |
| Capitalized software development costs  | (1,369)         | (1,100)         |
| Purchase of property and equipment  | (200)           | -               |
| <b>Net Cash Used in Investing Activities</b>  | <b>(1,569)</b>  | <b>(2,969)</b>  |
| <i>Cash Flows from Financing Activities:</i>  |                 |                 |
| Borrowings on line of credit  | 6,500           | -               |
| Repayments on line of credit  | (2,000)         | -               |
| Repayment on term loan  | (850)           | (638)           |
| Payment for previously acquired books of business                                   | (1,186)         | -               |
| Long term financing   | 762             | -               |
| Management capital contributions  | -               | 1,775           |
| <b>Cash Flows from Financing Activities</b>   | <b>\$ 3,226</b> | <b>\$ 1,137</b> |
| Net Decrease in Cash and Cash Equivalents   | 2,274           | (6,194)         |
| Cash Available for Use and Restricted Cash, Beginning of Period                     | 4,342           | 10,536          |
| <b>Cash Available for Use and Restricted Cash, End of Period</b>                    | <b>\$ 6,616</b> | <b>\$ 4,342</b> |
| <b>Supplemental information:</b>  |                 |                 |
| Cash paid for interest  | \$ 10,304       | \$ 7,398        |
| Non-Cash transactions:  |                 |                 |
| Right use of assets   | (1,505)         | (1,112)         |
| Lease liabilities   | 1,200           | 1,069           |
| Obligation assumed from purchase of acquired books of business                      | -               | 1,463           |

See Notes to the Consolidated Financial Statements



**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

**Note 1 – Basis of Presentation**

***Nature of Operations***

Brightway Holdings, LLC (“Holdings”), and its wholly owned subsidiaries, Brightway Insurance, LLC, and First City Insurers, LLC (collectively the “Company”) is a leading insurance agency that places insurance coverages for policyholders. We operate a differentiated franchise model, in which the Company provides product development, business development, training, policyholder administration services, and proprietary technology and our franchises provide policyholder advisory, distribution, and placement services under a “you sell, we service” division of responsibilities.

Our mission is to provide industry leading and innovative insurance solutions and service for our franchise agents, our policyholders, and our carriers. We believe that policyholders are increasingly demanding more choice, greater client service, and access to products and services through a variety of channels. The Company is well-suited to satisfy policyholder demands by distributing products and services through a broad network of franchised insurance agencies that have access to robust products and services, leading technology, and aligned financial interests.

We generally provide these products and solutions through our network of franchised insurance agencies. The Company grants franchise agreements, generally for an initial term of five-year, at locations approved by the Company. The Company had 324 and 301 franchises in operation as of December 31, 2023, and 2022, respectively. In exchange for services provided to the franchisees, the Company recognizes revenue equal to a fixed portion of gross commissions paid by insurance carriers for the placement of policies.

Holdings was formed on November 7, 2021 as a Delaware limited liability company. Brightway Holdings is a direct, wholly owned subsidiary of BWI Intermediate Holdings, LLC (“BWI Intermediate Holdings”), a Delaware limited liability holding company. BWI Intermediate Holdings is a direct, wholly-owned subsidiary of BWI TopCo, LLC (“BWI TopCo”), a Delaware limited liability holding company. BWI TopCo is a direct, wholly owned subsidiary of Brightway Parent, LLC (“Brightway Parent”), a Delaware limited liability holding company.

***Basis of Presentation***

The accompanying consolidated financial statements and notes thereto have been prepared in accordance with U.S. Generally Accepted Accounting Principles (“U.S. GAAP”). The consolidated financial statements include the Company’s accounts and those of all controlled subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation.

***Use of Estimates***

The preparation of 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 consolidated financial statements, as well as the reported amounts of revenue and expenses during the applicable 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, we must use some amounts that are based upon our informed judgments and best estimates. Estimates, by their nature, are based upon judgments and available information. The estimates that we make are based upon historical factors, current circumstances and the experience and judgment of management. We evaluate our assumptions and estimates on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

**Note 2 – Summary of Significant Accounting Policies**

***Revenue Recognition***

The Company generates revenue through royalties from franchises for services and through commissions from carriers for brokerage and underwriting.

The Company incurs both costs to fulfill contracts, principally in pre-placement brokerage activities and post-placement servicing activities, and costs to obtain a contract, principally through certain sales commissions paid to employees. For situations in which the underlying insurance renewal period is one year or less and renewal costs are

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

commensurate with the initial contract, the Company applies a practical expedient and recognizes the costs of obtaining a contract as an expense when incurred.

***Franchise Commissions***

Franchise commissions, or royalties, are based on a percentage of the gross commissions received by insurance carriers for an agreed-upon level of service. The Company estimates the amount of franchise commissions, or royalties, to recognize revenue on the effective date of a policy is placed into service based on estimates of premiums, policy changes and cancellations. The Company's customers for this revenue stream are the franchisees.

***Brokerage Commissions and Fees***

Brokerage commissions and fees revenue is primarily based on a percentage of premiums or fees received for an agreed-upon level of service. The net Brokerage Commissions and Fees are recognized at a point in time when an insurance policy is bound and issued, which occurs on the later of the policy effective date of the associated policies, or the date the Company receives a request to bind coverage from the customer.

***Cancellation Constraint***

Most insurance premiums are subject to policy cancellation; therefore, both Franchise commissions and fees and Brokerage commission and fees are considered variable consideration at the underlying contract effective date and is recognized net of a constraint for estimated policy cancellations, based upon the Company's historical cancellations.

***Contingent Commissions***

Supplemental and contingent commissions are additional revenues paid to the Company based on the volume and/or underwriting profitability on the eligible insurance contracts placed. 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. The uncertainty regarding the ultimate variable consideration for contingent commissions is principally the profitability of the underlying insurance policies placed as determined by the development of loss ratios maintained by the carriers. The uncertainty is resolved over the contractual term as actual results are achieved.

***Franchise Sales***

Franchise sales revenue is received for agreed-upon services provided to our franchisee customers. The Company has elected the Private Company Council ("PCC") expedient whereby various pre-opening franchise activities are determined to be a single performance obligation distinct from the franchise right conveyed. Franchise sales revenue is recognized when the pre-opening activities are completed, which is generally when the franchise is opened. For approximately 40% of new franchise sales, we issue Company-provided financing. For those franchise sales for which financing is provided, the Company only recognizes revenue if collectability is probable. We recognize interest on notes receivable within Interest income on the Consolidated Statements of Income.

***Cash and Cash Equivalents***

Cash and cash equivalents include cash in demand deposits accounts and short-term investments, consisting principally of money market demand accounts, having original maturities of 90 days or less. The Company maintains its deposits in federally insured financial institutions and may exceed federally insured limits. The Company has not experienced any losses in such accounts and management believes the Company is not exposed to any significant credit risk.

***Restricted Cash and Cash Equivalents***

In its role as an insurance intermediary, the Company collects and remits amounts between policyholders, agents, and insurance carriers. Because these amounts are collected on behalf of third parties, they are excluded from the measurement of the transaction price. Similarly, the Company excludes from the measurement of the transaction price surplus lines taxes, as these are assessed by a governmental authority that are both imposed on and concurrent with the revenue-producing transactions and collected by the Company from customers and remitted to the taxing authority.

The Company recognizes amounts held and due to the Company as either Restricted cash or within receivables. Premiums and surplus lines taxes are included in Accounts payable and accrued liabilities in the Consolidated

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

Statements of Financial Position. The Company does not have any rights or obligations in connection with these amounts with the exception of segregating these amounts from the operating accounts and liabilities.

The Restricted cash and cash equivalents include cash in demand deposits accounts and short-term investments, consisting principally of money market demand accounts, having original maturities of 90 days or less.

***Brokerage and Franchise Commissions and Fees Receivable***

The Company earns commissions and fees from the placement and services provided to our policyholder and franchisees. The Company records a receivable once a performance obligation is satisfied. Commission payables consist of amounts due to agents of the Company related to the commission receivable. Commission payables are stated at the amounts due to the agents less an estimated allowance for chargebacks.

***Allowance for Credit Losses on Notes Receivable***

The Company records certain receivables net of an allowance for estimated uncollectable accounts to reflect any loss anticipated for the receivable balance. The Company calculates the allowance based on our history of write offs associated with each receivable. We have considered the available information relating to past events, current conditions, and reasonable and supportable forecasts.

***Goodwill and Finite-Lived Intangible Assets***

***Goodwill***

Goodwill represents the excess of consideration transferred over the fair value of the net assets acquired in the acquisition of a business. The Company recognizes goodwill as the amount of consideration transferred which cannot be assigned to other tangible or intangible assets and liabilities.

The Company reviews goodwill 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 the performance of the annual evaluation, the Company also considers qualitative and quantitative developments between the date of the goodwill impairment review and the fiscal year end to determine if an impairment should be recognized.

The Company reviews goodwill for impairment at the reporting unit level. The determinations of impairment indicators and the fair value of the reporting unit are based on estimates and assumptions related to the amount and timing of future cash flows and future interest rates. Such estimates and assumptions could change in the future as more information becomes available, which could impact the amounts reported and disclosed herein.

***Finite-Lived Intangible Assets***

Intangible assets other than goodwill consist primarily of policyholder and franchise relationships (collectively, "Customer Relationships"). Customer Relationships consist of customer-related assets, which are amortized over their estimated useful lives. Generally, the Company uses outside valuation specialists to value acquired intangible assets. Intangible assets also include trade names and acquired technology, which are amortized over their estimated lives. The Company has no indefinite-lived intangible assets. Intangible assets are reviewed at least annually for impairment. If the carrying value of these assets exceeds the current fair value, the asset is considered impaired and is reduced to fair value resulting in a non-cash charge to earnings. Events and conditions that could result in impairment include a sustained drop in franchises, increased competition or loss of market share, and a decrease in geographic footprint that result in a significant loss of sales. To the extent our fair value is below our net book value, or if other indicators of potential impairment are present, then we will be required to take further steps to determine if an impairment of intangible assets has occurred and to calculate an impairment loss.

***Property and Equipment, Net of Accumulated Depreciation***

The Company recognizes property and equipment at cost, less accumulated depreciation, in the Consolidated Statements of Financial Position. Depreciation of property and equipment is calculated using the straight-line method over the estimated useful life as follows:

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

| <b>Asset Class</b>     | <b>Useful Lives</b> |
|------------------------|---------------------|
| Furniture and Fixtures | 7-10 Years          |
| Office Equipment       | 5-10 Years          |
| Leasehold Improvements | 9 Years             |
| Computers              | 3 Years             |
| Software               | 3 Years             |

The Company develops various software applications for internal use and accounts for costs incurred to develop such computer software. The Company capitalizes costs incurred during an application's development stage, which include costs to design the software configuration and interfaces, coding, installation, and testing. Costs incurred during the preliminary and post-implementation stages of internal-use computer software are expensed as incurred. Costs incurred to maintain existing software are expensed as incurred.

***Compensation***

***Equity-Based Compensation***

The Company issues equity-based awards to employees in the form of Restricted Units, Time Vested Incentive Units, and Performance Vested Incentive Units. These awards vest into equity of Brightway Parent, LLC. Compensation cost for equity awards is measured at the grant date fair value. The grant date fair value of equity-awards is estimated using a Black-Scholes option pricing model. This pricing model requires management to make assumptions with respect to the fair value of the equity awards on the grant date, including the expected term of the award, the expected volatility of the Brightway Parent, LLC's equity units based on a period of time generally commensurate with the expected term of the award, risk-free interest rates and expected dividend yields, among other items.

Equity-based compensation expense is recorded in Employee compensation on the Consolidated Statements of Income over the requisite service period of the award's recipient. The Brightway Parent, LLC Board must authorize all shares of its stock for equity-based compensation before granting. See Note 12, *Equity-based Compensation*, for additional information on the Company's equity-based compensation awards. Compensation expense is recognized using the graded vesting attribution method and forfeitures are accounted for as they occur.

***Defined Contribution Plan***

The Company recognizes expense for the matching contribution to the defined contribution plan in the year where requisite employee service is performed. Matching contributions are made to participants throughout the year. Any liabilities for matching contributions are recognized as General and administrative expense within the Consolidated Statements of Income.

***Litigation and Contingent Liabilities***

The Company may be subject to various legal actions related to claims, lawsuits, and proceedings incident to the nature of the business. The Company records liabilities for loss contingencies when it is probable that a liability has been incurred on or before the Consolidated Statements of Financial Position measurement date and the amount of the liability can be reasonably estimated as of the issuance date. The Company does not discount such contingent liabilities and recognizes related legal costs, such as fees and expenses of external counsel and other service providers, as period expenses when incurred. The loss contingencies, if any, are held within Accounts payable and accrued liabilities in the Consolidated Statements of Financial Position. Significant management judgment is required to estimate the amounts of such contingent liabilities and the related insurance recoveries. To assess the potential liabilities, the Company analyzes the litigation exposure based upon available information, including consultation with counsel handling the defense of these matters. As these liabilities are uncertain by their nature, the recorded amounts may change due to a variety of factors, including new developments or changes in the approach, such as changing the settlement strategy as applicable to a matter.

***Leases***

The Company evaluates contracts entered into to determine whether the contract involves the use of property or equipment, which is either explicitly or implicitly identified in the contract. The Company then evaluates whether it controls the use of the asset, which is determined by assessing whether it obtains substantially all economic benefits from the use of the asset, and whether it has the right to direct the use of the asset. If these criteria are met and a lease

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

has been identified, the Company accounts for the contract under the requirements of Accounting Standards Codification (ASC) 842, *Leases*.

The Company's leased assets consist primarily of real estate leases for occupied offices and office equipment leases. The lease commencement date is the beginning of the lease term and is recognized when the right-of-use asset has been made available by the lessor to the Company. Certain of these leases have options permitting renewals for additional periods or clauses allowing for early termination, and where those are reasonably certain to be executed, they are recognized as a component of the lease term. All of the Company's real estate leases and office equipment leases are recognized as operating leases, with lease terms ranging from 2 to 9 years. The Company recognizes lease payments for short-term leases of twelve months or less in the Consolidated Statements of Income on a straight-line basis over the lease term.

For leases in which an implicit rate is not provided in the contract, the Company uses the risk-free rate available at the lease commencement date in determining the present value of lease payments. The Company does not account for separate lease components of a contract and its associated non-lease components as a single lease component. Further, variable expenses related to real estate and equipment leases are expensed as incurred.

At the lease commencement, the Company recognizes the total lease liability through the lease term as the present value of all remaining payments, discounted by the rate determined at commencement in the Consolidated Statements of Financial Position. Lease liabilities are decreased for payments made in the period and are increased by the accretion of the discount. Rent expense for operating leases is recognized on a straight-line basis over the lease term and is presented within General and administrative expense on the Consolidated Statements of Income, it is recognized as the lease liability interest expense, and the right-of-use asset amortization. Operating leases are included in Non-current assets - Right-of-use asset, Current liabilities - Lease liability, and Non-current liabilities - lease liability on the Consolidated Statements of Financial Position.

In the event the lease liability is remeasured due to a change in the scope of or the consideration for a lease, an adjustment is made to the right-of-use asset. In the instance where the right-of-use asset is impaired, the impairment charge is recognized in the Consolidated Statements of Income within General and administrative expense, irrespective of its classification of operating or finance lease. The Company will periodically review right-of-use lease assets for impairment whenever events or changes in business circumstances indicate that the carrying value of the assets may not be recoverable.

***Long-term Debt and Debt Issuance Costs***

The Company recognizes debt net of debt issuance costs within the Consolidated Statements of Financial Position. Debt issuance costs are incurred in connection with the issuance of debt and are capitalized and amortized to Interest expense within the Consolidated Statements of Income in accordance with the related debt agreements.

***Income Taxes***

The Company is treated as a partnership for U.S. federal and applicable state and local income tax purposes. As a partnership, the Company's taxable income or loss was included in the taxable income of its members. Accordingly, no income tax expense was recorded for federal and state and local jurisdictions in the Consolidated Statements of Income.

***Subsequent Events***

The Company evaluated the recognition and disclosure of subsequent events for its financial statements through March 29, 2024, the date the financial statements were available to be issued. In March 2024, the Company was approved for an incremental term loan of \$10,000 with the current lender, which has the same interest rate and maturity date as the existing term loan.

***Recently Adopted Accounting Guidance***

Recently adopted accounting pronouncements Reference Rate Reform (ASU 2020-04): In March 2020, the Financial Accounting Standards Board issued ASU 2020-04 Facilitation of the Effects of Reference Rate Reform on Financial Reporting, which provides optional expedients and exceptions for applying U.S. GAAP if certain criteria are met to contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued. ASU 2020-04 is effective from March 12, 2020, through December 31, 2022. In December 2022, ASU

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

2022-06 extended the effective period through December 31, 2024. A substantial portion of our indebtedness bears interest at variable interest rates, primarily based on USD-LIBOR. The adoption of ASU 2020-04 did not have a material impact on our consolidated financial statements. The standard will ease, if warranted, the administrative requirements for accounting for the future effects of the rate reform. Our debt agreement contains a provision to move to the Secured Overnight Financing Rate ("SOFR") if or when LIBOR is phased out. On February 15, 2023, the Company entered into the First Amendment to the Credit Agreement executing the provision to move to SOFR from LIBOR. Under the allowable expedients, a modification of a debt contract that is only a replacement of the reference rate is accounted for as a non-substantial modification.

In January 2017, the FASB issued ASU 2017-04, Intangibles—Goodwill and Other (Topic 350)—Simplifying the Test for Goodwill Impairment ("ASU 2017-04"). ASU 2017-04 simplifies the accounting for goodwill impairments by eliminating the requirement to compare the implied fair value of goodwill with its carrying amount as part of step two of the goodwill impairment test referenced in Accounting Standards Codification ("ASC") 350, Intangibles - Goodwill and Other ("ASC 350"). As a result, an entity should perform its annual, or interim, goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. An impairment charge should be recognized for the amount by which the carrying amount exceeds the reporting unit's fair value. However, the impairment loss recognized should not exceed the total amount of goodwill allocated to that reporting unit. ASU 2017-04 is effective for annual reporting periods beginning after December 15, 2019, including any interim impairment tests within those annual periods, with early application permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. In January 2023, we elected to adopt ASU 2017-04, and the adoption had no impact on our consolidated financial statements. We will perform future goodwill impairment tests according to ASU 2017-04.

**Note 3 – Acquisitions**

The Company accounts for acquisitions either as business combinations or asset acquisitions depending on the facts and circumstances of each acquisition. Transaction costs arising from business combinations or asset acquisitions are recognized within General and administrative expense in the Consolidated Statements of Income.

Total consideration for certain acquisitions includes contingent consideration, which is generally based on achieved revenue. Contingent consideration is recognized at its fair value as of the acquisition date. The fair value of contingent consideration is based on the present value of the expected future payments under the respective purchase agreements. In determining fair value the Company estimates cash payments based on the management's estimate of the performance of each acquisition relative to the formula specified by each purchase agreement. Further information regarding fair value measurements is detailed in Note 14, Fair Value Measurements. For asset acquisitions, the Company recognizes contingent consideration when the underlying contingency is resolved, and the consideration is paid or payable.

*Acquired Policyholder Relationships*

During the year ended December 31, 2022, the Company acquired 100% of the assets from four of their franchisees, including their share of commissions owed for prior placements of insurance coverage. In accordance with ASC 805, *Business Combinations*, the Company determined that substantially all the fair value of the gross assets acquired of each franchise was concentrated in a single identifiable asset, which was policyholder relationships. The commissions receivable from each acquired franchise was immaterial, individually and in aggregate. Accordingly, the acquired set of assets and activities did not meet the definition of a business.

As a result, the Company accounted for each franchise acquisition as an asset acquisition as opposed to a business combination and allocated the cost of each asset acquisition to an intangible policyholder relationship asset. The identified intangible assets acquired as a part of these asset acquisitions were policyholder relationships with estimated useful lives of 10 years. The intangible assets were valued using an excess earnings model. Changes in consideration represent changes in the present value of the future payments due and change in contingent considerations based on the performance of the acquired of books of business. The intangible assets are amortized based on the relative discounted cash flows the Company expects to receive from the policyholder relationships each year.

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

The following table provides a roll forward of consideration that we expect to pay to the sellers of these policyholder relationships:

|                          | Fixed<br>Consideration | Contingent<br>Consideration | Total    |
|--------------------------|------------------------|-----------------------------|----------|
| <b>January 1, 2022</b>   | \$ 4,251               | \$ -                        | \$ 4,251 |
| Acquisitions             | 400                    | 932                         | 1,332    |
| Change in Consideration  | 23                     | 87                          | 110      |
| Cash Paid                | (828)                  | (307)                       | (1,135)  |
| <b>December 31, 2022</b> | \$ 3,846               | \$ 712                      | \$ 4,558 |
| Change in Consideration  | -                      | 96                          | 96       |
| Cash Paid                | (795)                  | (391)                       | (1,186)  |
| <b>December 31, 2023</b> | \$ 3,051               | \$ 417                      | \$ 3,468 |

The following table summarizes our expected payments arising from our fixed and contingent acquisition consideration:

|              | Fixed<br>Consideration | Contingent<br>Consideration | Total    |
|--------------|------------------------|-----------------------------|----------|
| 2024         | \$ 666                 | \$ 353                      | \$ 1,019 |
| 2025         | 622                    | 64                          | 686      |
| 2026         | 622                    | -                           | 622      |
| 2027         | 622                    | -                           | 622      |
| 2028         | 519                    | -                           | 519      |
| <b>Total</b> | \$ 3,051               | \$ 417                      | \$ 3,468 |

**Note 4 – Revenue**

The following table disaggregates revenue:

| <i>For the year ended December 31,</i>       | <i>2023</i> | <i>2022</i> |
|--|-------------|-------------|
| <b>Brightway Corporate Revenues:</b>         |             |             |
| New Business Commissions and Fees            | \$ 519      | \$ 582      |
| Renewal Business Commissions and Fees        | 8,951       | 7,692       |
| Supplemental Commissions                     | 396         | 659         |
| <b>Total Corporate Revenue</b>               | \$ 9,866    | \$ 8,933    |
| <b>Franchise Revenues:</b>                   |             |             |
| Franchise Enrollment Fees                    | \$ 2,829    | \$ 1,703    |
| New Business Royalties                       | 3,289       | 3,812       |
| Renewal Business Royalties                   | 40,723      | 33,614      |
| <b>Total Franchise Revenue</b>               | \$ 46,841   | \$ 39,129   |
| Recognized over time                         | 46,841      | 39,129      |
| Recognized point in time                     | 9,866       | 8,933       |
| <b>Total Franchise and Corporate Revenue</b> | 56,707      | 48,062      |
| Interest Income                              | 217         | 124         |
| Other Revenues                               | 98          | 168         |
| <b>Total Revenue</b>                         | \$ 57,022   | \$ 48,355   |

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

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

Incremental cost to obtain - The adoption of ASC 340 resulted in the Company deferring certain costs to obtain franchise contracts primarily as they relate to the Franchise Channel compensation expense that is directly related to obtaining new franchise agreements. We note that the cost to obtain is considered immaterial.

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

|   | <b>2023</b>   | <b>2022</b>     |
|---|---------------|-----------------|
| Deferred Contract fee at beginning of period  | \$ 1,069      | \$ 1,008        |
| Revenue recognized during the period          | (2,829)       | (1,703)         |
| New deferrals                                 | 2,656         | 1,774           |
| <b>Deferred Contract fee at end of period</b> | <b>\$ 896</b> | <b>\$ 1,069</b> |

**Note 5 – Receivables**

***Commissions and Fees Receivable***

The Company had receivables of \$9,492 and \$6,819 as of December 31, 2023 and 2022, which were recognized within Commissions and fees receivable, net in the Consolidated Statements of Financial Position. We predominately become aware of commission and fee revenue when carriers provide confirmation of amounts owed and collection is highly probable. As such, we do not recognize a provision for credit losses on our commissions and fees receivable.

No single counterparty accounted for more than ten percent of our total commissions and fees receivable.

**Note 6 – Notes Receivable**

The Company offers notes to certain franchises, typically in conjunction with the sale of a new franchise. The notes have maturities that range between 12 months and 112 months. The aggregate balance of notes was \$2,238 as of December 31, 2023. This balance is included within current Notes Receivable, Net, and non-current Notes Receivable, Net in the Statements of Financial Position.

Interest income on the notes was \$217 and \$124 in 2023 and 2022, respectively. The weighted-average interest rate on outstanding notes receivable was 10.08% and 9.80% as of December 31, 2023 and 2022, respectively.

The following table summarizes the net carrying value of our notes receivable:

|                                   | <b>Current Portion of<br/>Notes Receivable</b> | <b>Non-Current<br/>Portion of Notes<br/>Receivables</b> | <b>Total Notes<br/>Receivable</b> |
|-----------------------------------|--|---|-----------------------------------|
| <b>Notes Receivable 2023</b>      | <b>\$ 119</b>                                  | <b>2,125</b>  | <b>\$ 2,244</b>                   |
| Allowance for Credit Losses 2023  | 32   | 596   | 628                               |
| <b>Notes Receivable, Net 2023</b> | <b>\$ 87</b>                                   | <b>1,529</b>  | <b>\$ 1,616</b>                   |
|                                   | <b>Current Portion of<br/>Notes Receivable</b> | <b>Non-Current<br/>Portion of Notes<br/>Receivables</b> | <b>Total Notes<br/>Receivable</b> |
| <b>Notes Receivable 2022</b>      | <b>\$ 91</b>                                   | <b>1,835</b>  | <b>\$ 1,926</b>                   |
| Allowance for Credit Losses 2022  | 26   | 527   | 553                               |
| <b>Notes Receivable, Net 2022</b> | <b>\$ 65</b>                                   | <b>1,308</b>  | <b>\$ 1,373</b>                   |



**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

The following table summarizes changes to the carrying amount of the allowance for credit losses on notes receivable:

| <b>Rollforward of Allowance</b> |           | <b>2023</b> |            |
|---------------------------------|-----------|-------------|------------|
| Balance, beginning of year      | \$        |             | <b>553</b> |
| Write-offs                      |           |             | (141)      |
| Recoveries                      |           |             | 8          |
| Provision                       |           |             | 208        |
| <b>Balance, end of year</b>     | <b>\$</b> |             | <b>628</b> |

| <b>Rollforward of Allowance</b>            |           | <b>2022</b> |            |
|--|-----------|-------------|------------|
| Balance, beginning of year                 | \$        |             | -          |
| <b>Adoption of CECL on January 1, 2022</b> |           |             | <b>384</b> |
| Write-offs                                 |           |             | (96)       |
| Recoveries                                 |           |             | (23)       |
| Provision                                  |           |             | 288        |
| <b>Balance, end of year</b>                | <b>\$</b> |             | <b>553</b> |

**Note 7 – Property and Equipment**

The following tables summarize the net carrying amount of property and equipment as of December 31, 2023 and 2022:

| <b>As of December 31, 2023</b> |                 |                                 |                            |              |
|--------------------------------|-----------------|---------------------------------|----------------------------|--------------|
| <b>Asset Class</b>             | <b>Cost</b>     | <b>Accumulated Depreciation</b> | <b>Net Carrying Amount</b> |              |
| Furniture and Fixtures         | \$ 227          | \$ 92                           | \$                         | 135          |
| Office Equipment               | 224             | 44                              |                            | 180          |
| Leasehold Improvements         | 1,672           | 418                             |                            | 1,254        |
| Software                       | 2,764           | 1,205                           |                            | 1,559        |
| <b>Total</b>                   | <b>\$ 4,887</b> | <b>\$ 1,759</b>                 | <b>\$</b>                  | <b>3,128</b> |

| <b>As of December 31, 2022</b> |                 |                                 |                            |              |
|--------------------------------|-----------------|---------------------------------|----------------------------|--------------|
| <b>Asset Class</b>             | <b>Cost</b>     | <b>Accumulated Depreciation</b> | <b>Net Carrying Amount</b> |              |
| Furniture and Fixtures         | \$ 227          | \$ 45                           | \$                         | 182          |
| Office Equipment               | 24              | -                               |                            | 24           |
| Leasehold Improvements         | 1,672           | 210                             |                            | 1,462        |
| Software                       | 1,696           | 335                             |                            | 1,361        |
| Other                          | 27              | 1                               |                            | 26           |
| <b>Total</b>                   | <b>\$ 3,646</b> | <b>\$ 591</b>                   | <b>\$</b>                  | <b>3,055</b> |

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

Depreciation expenses for the years ended December 31, 2023 and 2022 were \$1,197 and \$674, respectively. The Company also disposed of property and equipment during the year ended December 31, 2023, and 2022 resulting in a loss on disposal of \$0 and \$138, respectively, which is included in general and administrative expenses on the Consolidated Statements of Income. These disposals were generally due to obsolescence of fixed assets. In the years ended December 31, 2023, and 2022, the Company recognized an impairment loss related to property, plant, and equipment of \$0 and \$2,664, respectively.

**Note 8 – Goodwill and Other Intangible Assets**

The following table summarizes goodwill activity:

|  | <b>Goodwill</b>   |
|--|-------------------|
| <b>Balance as of January 1, 2022</b>   | <b>\$ 141,105</b> |
| Measurement period adjustments         | -                 |
| <b>Balance as of December 31, 2022</b> | <b>\$ 141,105</b> |
| Impairment                             | -                 |
| <b>Balance as of December 31, 2023</b> | <b>\$ 141,105</b> |

In accordance with the Company’s goodwill policy as stated in Note 2, Summary of Significant Accounting Policies, the Company has evaluated the goodwill for impairment indicators and as of December 31, 2023 the Company has not recognized any impairments in the acquired goodwill.

The Company recognized amortization expense of \$24,945 and \$28,066 in 2023 and 2022, respectively. The following tables summarize the net carrying amount of finite-lived intangible assets as of December 31, 2023 and 2022:

| <b>As of December 31, 2023</b> | <b>Weighted<br/>Average<br/>Amortization in<br/>years</b> | <b>Cost</b>       | <b>Accumulated<br/>Amortization</b> | <b>Net Carrying<br/>Amount</b> |
|--------------------------------|---|-------------------|-------------------------------------|--------------------------------|
| Policyholder Relationships     | 10  | \$ 110,826        | \$ 33,269                           | \$ 77,557                      |
| Franchise Relationships        | 18  | 49,900            | 11,357                              | 38,543                         |
| Trade Name                     | 15  | 20,000            | 2,193                               | 17,807                         |
| Technology                     | 7   | 16,200            | 7,319                               | 8,881                          |
| <b>Total</b>                   |   | <b>\$ 196,926</b> | <b>\$ 54,138</b>                    | <b>\$ 142,788</b>              |

| <b>As of December 31, 2022</b> | <b>Weighted<br/>Average<br/>Amortization in<br/>years</b> | <b>Cost</b>       | <b>Accumulated<br/>Amortization</b> | <b>Net Carrying<br/>Amount</b> |
|--------------------------------|---|-------------------|-------------------------------------|--------------------------------|
| Policyholder Relationships     | 10  | \$ 110,826        | \$ 17,808                           | \$ 93,018                      |
| Franchise Relationships        | 18  | 49,900            | 6,333                               | 43,567                         |
| Trade Name                     | 15  | 20,000            | 1,089                               | 18,911                         |
| Technology                     | 7   | 16,200            | 3,963                               | 12,237                         |
| <b>Total</b>                   |   | <b>\$ 196,926</b> | <b>\$ 29,193</b>                    | <b>\$ 167,733</b>              |

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

The estimated future amortization expense from finite-lived intangible assets as of December 31, 2023 follows:

| Year         | Policyholder Relationship | Franchise Relationship | Trade Name       | Technology      |
|--------------|---------------------------|------------------------|------------------|-----------------|
| 2024         | \$ 13,561                 | \$ 4,197               | \$ 1,193         | \$ 2,932        |
| 2025         | 11,941                    | 3,695                  | 1,303            | 2,462           |
| 2026         | 10,520                    | 3,365                  | 1,414            | 1,882           |
| 2027         | 9,364                     | 3,215                  | 1,541            | 1,207           |
| 2028         | 7,871                     | 2,911                  | 1,619            | 398             |
| Thereafter   | 24,300                    | 21,160                 | 10,737           | -               |
| <b>Total</b> | <b>\$ 77,557</b>          | <b>\$ 38,543</b>       | <b>\$ 17,807</b> | <b>\$ 8,881</b> |

**Note 9 – Leases**

The Company has various non-cancelable operating leases with various terms through December 31, 2029, primarily for office space and office equipment. None of these lease agreements impose restrictions on the Company’s ability to pay dividends, engage in debt or equity financing transactions or enter into further lease agreements.

Operating lease liabilities and Right of Use (“ROU”) assets are recognized at the lease commencement date based on the present value of the minimum lease payments over the lease term. The future lease payments are discounted at the risk-free rate. The ROU asset also includes any lease prepayments made, less any lease incentives received. Rent expense associated with operating leases is recognized on a straight-line basis over the lease term, and generally included in occupancy expense within General and administrative expense in the Consolidated Statements of Income.

Total lease expense in the years ended December 31, 2023 and 2022 was \$1,262 and \$1,149, respectively.

The following table summarizes information related to the Company’s Current and Non-current Lease liabilities as of December 31, 2023 and 2022.

|  | December 31, 2023 | December 31, 2022 |
|--|-------------------|-------------------|
| Right-of-Use Asset                               | \$ 6,443          | \$ 7,948          |
| Current Lease Liabilities                        | 1,212             | 946               |
| Non-current Lease Liabilities                    | 5,585             | 7,051             |
| <b>Total Lease Liabilities</b>                   | <b>\$ 6,797</b>   | <b>\$ 7,997</b>   |
| Weighted Average Remaining Lease Term (in years) | 5.97              | 6.97              |
| Weighted Average Discount Rate                   | 4.28%             | 1.34%             |

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

The following schedule summarizes the expected undiscounted lease payments for future periods as of December 31, 2023:

| <i>(End of year)</i>         | <b>Amount</b> |
|------------------------------|---------------|
| 2024                         | \$ 1,476      |
| 2025                         | 1,169         |
| 2026                         | 1,204         |
| 2027                         | 1,240         |
| 2028                         | 1,278         |
| Thereafter                   | 1,316         |
| <b>Total lease payments</b>  | <b>7,684</b>  |
| Less: imputed interest       | (886)         |
| <b>Total lease liability</b> | <b>6,797</b>  |

As of December 31, 2023, the Company did not have any additional future operating lease commitments that were signed but had not yet commenced.

**Note 10 – Long-term Debt**

In connection with Brightway Parent LLC’s acquisition of Brightway Holdings, LLC, the Company closed on a credit facility (the “Facility”) on December 16, 2021. This facility matures on December 16, 2027. The Facility consists of a term loan and a revolving line of credit, which are described below.

*Term Loan*

The principal issued under the term loan was \$85 million. The term loan requires quarterly principal payments of \$213 and interest payments which are paid either monthly or quarterly, at the Company’s election. Interest is accrued at a variable rate, which was LIBOR plus 6.5%, contingent upon certain leverage ratios, subject to a LIBOR floor of 0.75%. On February 15, 2023, the Company amended the credit agreement which replaced LIBOR with SOFR.

*Revolving Credit Line*

The Company maintains access to a \$10 million revolving credit line. The interest rate applicable to the revolving credit line is equivalent to the applicable interest rate on the term loan. The Revolving Credit Line also includes a commitment fee of 0.50% of any amounts undrawn.

All of the Company’s debt is carried at outstanding principal balance, less debt issuance costs. The following table is a summary of the Company’s outstanding debt:

|                       | <b>December 31, 2023</b> | <b>December 31, 2022</b> |
|-----------------------|--------------------------|--------------------------|
| Term Loan             | \$ 83,513                | \$ 84,363                |
| Revolving Credit Draw | 4,500                    | -                        |
| <b>Total Debt</b>     | <b>88,013</b>            | <b>84,363</b>            |
| Less: current portion | 850                      | 850                      |
| <b>Long-term debt</b> | <b>\$ 87,163</b>         | <b>\$ 83,513</b>         |

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

Future maturities of debt as of December 31, 2023, were as follows:

|                            | <b>Total Debt</b> |
|----------------------------|-------------------|
| 2024                       | \$ 850            |
| 2025                       | 850               |
| 2026                       | 850               |
| 2027                       | 80,962            |
| Total term loan repayments | 83,513            |
| Revolving Credit Draw      | 4,500             |
| Total principal repayments | 88,013            |
| Debt issuance costs        | 1,415             |
| <b>Total</b>               | <b>\$ 86,598</b>  |

The Credit Facility is secured by substantially all of the Company's assets and subject to both financial and non-financial covenants. As of December 31, 2023, the Company was in compliance or had obtained a waiver for these covenants.

**Note 11 – Equity**

***Member's Equity***

The Company has one class of membership units outstanding as of December 31, 2023, which are fully owned by Brightway Parent, LLC and certain members of management of the Company.

***Management Capital Contributions***

On November 23, 2022, Brightway Parent, LLC completed an offering of 180,000 Common Units to certain members of management at \$10 per unit. The proceeds from this issuance of \$1,800 were contributed to the Company, of which \$1,775 was received in cash and \$25 of which was recognized in connection with employee incentives.

The Company did not buy or sell any Common Units during 2023. On January 29, 2024, the Company repurchased 50,000 of the previously issued Common Units for \$10 per unit.

**Note 12 – Equity-based Compensation**

***Restricted Units***

Beginning in 2022, certain employees were granted Restricted Common Units in Brightway Parent, LLC. The Restricted Common Units vest upon a qualifying liquidation event. In 2022, 162,000 units were granted with a grant date fair value per unit of \$9.32. All of those units were outstanding as of December 31, 2022; no units were forfeited in 2022.

In 2023, no Restricted Common Units were granted. 139,500 units were outstanding as of December 31, 2023, with a weighted average grant date fair value per unit of \$9.32. 22,500 units were forfeited in 2023 with a weighted average grant date fair value per unit of \$9.32. The weighted average service period, in years, for outstanding units is 3.9 years.

***Time Vested Units***

Beginning in 2022, certain employees, directors, and advisors have been granted Time Vested Units in Brightway Parent LLC. Time Vested Units vest ratably over five years. In 2022, 1,017,735 Time Vested Units were issued with a grant date fair value per unit of \$3.52. 377,576 of these Time Vested Units vested in 2022; no Time Vested Units were forfeited in 2022. As of December 31, 2022, 640,159 of the 2022 Time Vested Units were outstanding, and the weighted average remaining service period, in years, for the Time Vested Units was 4.3 years.

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

In 2023, 309,000 Time Vested Units were issued with a grant date fair value per unit of \$1.36. 450,765 Time Vested Units were forfeited in 2023 with a weighted average grant date fair value per unit of \$3.52. As of December 31, 2023, 875,970 Time Vested Units were outstanding with weighted average grant date fair value per unit of \$2.73. The weighted average remaining service period, in years, for the Time Vested Units was 3.6 years.

***Performance Vested Units***

Beginning in 2022, certain employees, directors, and advisors have been granted Performance Vested Units in Brightway Parent LLC. Performance Vested units vest when certain investment return thresholds have been achieved upon the occurrence of a liquidity event. In 2022, 1,481,978 Performance Vested Units were issued with grant date fair value per unit of \$2.44; none were vested or forfeited. As of December 31, 2022, the weighted average remaining service period, in years, for the Performance Vested Units was 2.4 years.

In 2023, 463,500 Performance Vested Units were issued with a weighted average grant date fair value per unit of \$0.75, 1,070,308 Performance Vested Units were forfeited with weighted average grant date fair value of \$2.44. As of December 31, 2023, 875,171 Performance Vested Units were outstanding with weighted average grant date fair value per unit of \$1.46. The weighted average remaining service period, in years, for the Performance Vested Units was 4.1 years.

The fair value of these grants was determined using the Black-Scholes option pricing model with the following assumptions and ranges:

| <b>Year 2023</b>         |                                    |                          |                                     |
|--------------------------|------------------------------------|--------------------------|-------------------------------------|
|                          | <b>Restricted<br/>Common Units</b> | <b>Time Vested Units</b> | <b>Performance<br/>Vested Units</b> |
| Time to Maturity (years) | 2.96                               | 2.96                     | 2.96                                |
| Volatility               | 40%                                | 40%                      | 40%                                 |
| Risk Free Rate           | 4%                                 | 4%                       | 4%                                  |
| Dividend Yield           | 0%                                 | 0%                       | 0%                                  |

| <b>Year 2022</b>         |                                    |                          |                                     |
|--------------------------|------------------------------------|--------------------------|-------------------------------------|
|                          | <b>Restricted<br/>Common Units</b> | <b>Time Vested Units</b> | <b>Performance<br/>Vested Units</b> |
| Time to Maturity (years) | 5                                  | 5                        | 5                                   |
| Volatility               | 45%                                | 45%                      | 45%                                 |
| Risk Free Rate           | 4%                                 | 4%                       | 4%                                  |
| Dividend Yield           | 0%                                 | 0%                       | 0%                                  |

As of December 31, 2023, the total unrecognized compensation expense for Restricted Common Units, Time Vested Units and Performance Vested Units are \$1,300, \$1,521 and \$1,280, respectively.

**Note 13 – Employee Benefit Plans and Long-Term Incentives**

*Defined Contribution Plan*

The Company offers a defined contribution retirement plan, the Members 401(k) Advantage Plan (the “Plan”), to all eligible employees, based on a minimum of service hours in a year. Under the Plan, eligible employees may contribute a percentage of their compensation, subject to certain limitations. Further, the Plan authorizes the Company to make a discretionary matching contribution, which has historically equaled 100% of each eligible employee’s contribution of up to 3% of their compensation, and 50% of the next 2% of their compensation. The Company recognized expenses related to the discretionary matching contributions in the amount of \$438 and \$367 in 2023 and 2022, respectively. Matching contributions are made throughout the year, and therefore there were no Company contributions accrued as of December 31, 2023.

*Deferred Compensation Plan*

In connection with Brightway Parent LLC’s acquisition of the Company, the Company transferred \$719 into a newly formed rabbi trust in 2022. This amount fully funds long-term incentive obligations in place as of the acquisition in accordance with the plan’s applicable sunset provision. The vested portion of funds contributed into the rabbi trust are paid in twenty-four monthly installments once eligible participants qualify to receive such distributions. During 2023, the Company elected to make early payments on the long-term incentive obligations totaling \$628.

The balance in the Rabbi trust on December 31, 2023 and 2022, is \$91 and \$719, respectively, and is included in our Statements of Financial Position.

**Note 14 – Fair Value Measurements**

Accounting standards establish a three-tier fair value hierarchy that priorities the inputs used in measuring the fair value as follows:

*Level 1.* Observative inputs such as quotes prices for identical assets in active markets;

*Level 2.* Inputs other than quoted prices for identical assets in active markets, that are observable either directly or indirectly; and

*Level 3.* Unobservable inputs in which there is little or no market data, which requires the use of valuation techniques and the development of assumptions.

The level in the fair value hierarchy within the fair value measurement is classified is determined based on the lowest level of input that is significant to the fair value measure in its entirety.

The carrying amount of financial assets and liabilities reported on the Consolidated Statements of Financial Position for Cash and cash equivalents, Commissions and fees receivable - net, Other current assets, and Accounts payable and Accrued liabilities approximate fair value because of the short-term duration of these instruments.

***Contingent Consideration***

Any contingent consideration arising upon an acquisition of a franchisee’s book of business is initially recorded as a component of the total consideration of acquisition at fair value with an offsetting liability in Non-Current Accounts Payable and Accrued Liabilities in the Consolidated Statements of Financial Position. The fair value of these contingent consideration obligations is based on the present value of the future expected payments to be made to the sellers of the acquired book of business businesses in accordance with the provisions outlined in the respective purchase agreements, which is a Level 3 fair value measurement. In determining fair value, the Company estimates cash payments based on management’s financial projections of the performance of each acquired business relative to the formula specified by each purchase agreement.

During 2023, the Company engaged a 3rd party consulting company to perform advisory services to assist the Company in optimizing its franchise sales efforts. As part of the arrangement, the Company agreed to pay a fee that consists of two components: (1) current fixed fees of \$250 and long-term fixed fees of \$1,750; (2) a performance-

**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

based variable fee that is contingent upon the number of new policies in force for franchise units added from January 1, 2024, to December 31, 2030, and changes in fair value of the Company. As of December 31, 2023, the Company estimated the contingent liability for the performance based variable fee to be \$230.

***Liabilities Measured at Fair Value on a Recurring Basis***

The following fair value hierarchy table presents information about the Company’s liabilities measured at fair value on a recurring basis as of December 31, 2023.

|                                   | <b>As of December 31, 2023</b>  |  |  |
|-----------------------------------|---|--|--|
|                                   | <b>Quoted Prices in<br/>Active Markets<br/>for Identical<br/>Assets (Level 1)</b> | <b>Significant Other<br/>Observable Inputs<br/>(Level 2)</b> | <b>Significant<br/>Unobservable<br/>Inputs (Level 3)</b> |
| Contingent Liability              | \$ -  | \$ -   | \$ 230   |
| Contingent Purchase Consideration | -   | -  | 417  |
| <b>Total</b>                      | <b>\$ -</b>   | <b>\$ -</b>  | <b>\$ 647</b>  |

There were no assets or liabilities that were transferred between fair value hierarchy levels during the year ended December 31, 2022.

The following is a reconciliation of the beginning and ending balances for the Level 3 liabilities measured at fair value:

|   | <b>Contingent Purchase Consideration</b> |
|---|--|
| Balance as of January 1, 2022                   | \$ -                                     |
| Newly established liability due to acquisitions | 932                                      |
| Change in Contingent Consideration              | 97                                       |
| Cash paid                                       | (307)                                    |
| <b>Balance as of December 31, 2022</b>          | <b>\$ 712</b>                            |
| Change in Contingent Consideration              | 96                                       |
| Cash paid                                       | (391)                                    |
| Newly acquired contingent liability             | 230                                      |
| <b>Balance as of December 31, 2023</b>          | <b>\$ 647</b>                            |

**Note 15 – Commitments and Contingencies**

***Litigation***

From time to time the Company may be subject to claims and litigation. As of December 31, 2023, and as of the date of this report, the Company is not a party to material litigation.

***Errors and Omissions and Business Accommodations***

As an insurance broker, the Company has the potential for Errors and Omissions (“E&O”) risk if an insurance carrier with which the Company placed coverage denies coverage for a claim or pays less than the insured believes is the full amount owed. As a result, the Company from time to time seeks to resolve early in the process, through a commercial accommodation, certain matters to limit the economic exposure and reputational risk, including potential legal fees, created by a disagreement between a carrier and the insured.

The Company purchases insurance to provide protection from E&O liabilities that may arise during the ordinary course of business. As of December 31, 2023, our E&O insurance provides aggregate coverage for E&O losses up to \$36,000 in excess of a \$30 retention per claim. The Company maintains self-insurance reserves for the Company’s retained portion of the E&O exposure that is not insured. The Company periodically determines a range of possible



**BRIGHTWAY HOLDINGS, LLC 2023 CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts presented in \$000s, unless otherwise stated)

reserve levels using the best available information that relies heavily on projecting historical claims data into the future.

The reserve for these and other non-E&O claims and business accommodations in the Consolidated Statements of Financial Position was \$80 and \$163 as of December 31, 2023 and 2022. The Company recognized \$158 and \$73 E&O expense in 2023 and 2022, respectively. The historical claim and commercial accommodation data used to project the current reserve levels may not be indicative of future claim activity. Thus, the reserve levels could change in the future as more information becomes known, which could materially impact the amounts reported and disclosed herein.

***Commitment***

We have entered into contracts with various service providers for future services. The expected cash outlays for these future services, based on outstanding contractual terms, follow:

| (in thousands)        | Monitoring Services | Total            |
|-----------------------|---------------------|------------------|
| 2024                  | \$ 2,117            | \$ 2,117         |
| 2025                  | 2,117               | 2,117            |
| 2026                  | 2,117               | 2,117            |
| 2027                  | 2,117               | 2,117            |
| 2028                  | 2,117               | 2,117            |
| <b>Total Payments</b> | <b>\$ 10,585</b>    | <b>\$ 10,585</b> |

**Note 16 – Related Parties**

The Company has entered into various transactions and agreements with certain affiliates and related parties.

***Growth Curve Capital, L.P.***

Growth Curve Capital, L.P., and its subsidiaries (collectively, “Growth Curve”) own the controlling stake of the outstanding units of Brightway Parent, LLC. Growth Curve provides advisory and management services to the Company. In exchange for these services, we have recognized \$1,237 of expense in 2023 and 2022.

Growth Curve has voluntarily deferred settlement of these fees. As of December 31, 2023 and 2022, outstanding fees payable to Growth Curve was \$2,529 and \$1,291, respectively.

We reimburse employees of Growth Curve for travel and sundry expenses incurred for their board service and advisory work. In 2023 and 2022, we reimbursed Growth Curve \$246 and \$70, respectively, for such expenses.

***Brightway Founders***

David Miller and Michael Miller (“Founders, who founded Brightway, continue to serve on the Company’s Board). Indirectly, they own the minority stake of the outstanding units of Brightway Parent, LLC. In exchange for their service, we have recognized \$880 of expense in 2023 and 2022. As of December 31, 2023 and 2022, \$1,043 and \$164, respectively, were recorded in Long-term liability, other in the Statements of Financial Position.

Separately, the Founders own the office building from which we lease our headquarters. We recognized \$1,262 and \$1,149 of lease expense in 2023 and 2022, respectively, for our headquarters lease.

\* \* \* \* \*

**BRIGHTWAY INSURANCE, LLC**  
**2022 Financial Statements**

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(Amounts in \$000s unless otherwise indicated)

**Financial Statements and Supplementary Data**

|   | <b>Page</b> |
|---|-------------|
| Report of Independent Auditors                            | 2           |
| Statements of Financial Position                          | 4           |
| Statements of Income                                      | 5           |
| Statements of Member's Equity (Deficit)                   | 6           |
| Statements of Cash Flows                                  | 7           |
| Notes to the Financial Statements:                        |             |
| Note 1 – Basis of Presentation                            | 9           |
| Note 2 – Summary of Significant Accounting Policies       | 19          |
| Note 3 – Acquisitions                                     | 23          |
| Note 4 – Revenue  | 25          |
| Note 5 – Receivables                                      | 26          |
| Note 6 – Notes Receivable                                 | 26          |
| Note 7 – Property and Equipment                           | 27          |
| Note 8 – Goodwill and Other Intangible Assets             | 28          |
| Note 9 – Leases   | 29          |
| Note 10 – Long-Term Debt                                  | 30          |
| Note 11 – Equity  | 30          |
| Note 12 – Equity-Based Compensation                       | 31          |
| Note 13 – Employee Benefit Plans and Long-Term Incentives | 32          |
| Note 14 – Fair Value Measurements                         | 32          |
| Note 15 – Commitments and Contingencies                   | 33          |
| Note 16 – Related Parties                                 | 34          |



RSM US LLP

## Independent Auditor's Report

Board of Directors  
Brightway Insurance, LLC

### Opinion

We have audited the financial statements of Brightway Insurance, LLC (the Company), which comprise the statement of financial position as of December 31, 2022, the related statements of income, member's equity (deficit) and cash flows for the year then ended, and the related notes to 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, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Emphasis of Matter

As discussed in Note 1 to the financial statements, the Company restated prior period financial statements due to corrections of errors and changed its method of accounting for leases in 2022 due to the adoption of Accounting Standards Codification 842, Leases. We audited the adjustments necessary to restate the 2021 and 2020 financial statements as further disclosed in Note 1. Our opinion is not modified with respect to this matter.

### Other Matter

The financial statements of the Company, as of and for the years ended December 31, 2021 and 2020, before they were restated for the matter discussed in Note 1 to the financial statements, were audited by other auditors, whose report, dated April 21, 2022, expressed an unmodified opinion on those statements.

### 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*

Jacksonville, Florida  
July 28, 2023

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(Amounts in \$000s unless otherwise indicated)

**STATEMENTS OF FINANCIAL POSITION**

| <i>As of December 31,</i>                              | <b>2022</b>      | <b>As Restated</b> |                   |
|--|------------------|--------------------|-------------------|
|  |                  | <b>2021</b>        | <b>2020</b>       |
| <b>Assets:</b>   |                  |                    |                   |
| Cash available for use                                 | \$ 1,472         | \$ 6,224           | \$ 10,573         |
| Restricted cash  | 945              | 1,190              | 954               |
| Commissions and fees receivable, net                   | 6,819            | 7,124              | 10,368            |
| Current portion of notes receivable, net               | 65               | 88                 | 121               |
| Franchise fee receivable                               | -                | -                  | 83                |
| Prepaid expenses                                       | 928              | 1,039              | 1,050             |
| Other assets   | 208              | 78                 | 119               |
| <b>Total current assets</b>                            | <b>\$ 10,437</b> | <b>\$ 15,743</b>   | <b>\$ 23,268</b>  |
| Non-current portion of notes receivable, net           | 1,308            | 1,251              | 456               |
| Goodwill   | 85               | 85                 | 85                |
| Finite-lived intangibles, net                          | 3,903            | 4,662              | 739               |
| Property and equipment, net                            | 3,055            | 4,818              | 5,100             |
| Right-of-use asset                                     | 7,948            | 9,060              | 3,686             |
| Other assets, less current portion                     | 2,648            | 2,102              | 407               |
| <b>Total non-current assets</b>                        | <b>\$ 18,947</b> | <b>\$ 21,978</b>   | <b>\$ 10,473</b>  |
| <b>Total assets</b>                                    | <b>\$ 29,384</b> | <b>\$ 37,721</b>   | <b>\$ 33,741</b>  |
| <b>Liabilities:</b>                                    |                  |                    |                   |
| Accounts payable and accrued liabilities               | \$ 14,697        | \$ 10,507          | \$ 8,799          |
| Contract liabilities                                   | 882              | 654                | 636               |
| Lease liability  | 946              | 987                | 882               |
| Current portion of long-term debt                      | -                | -                  | 2,810             |
| <b>Total current liabilities</b>                       | <b>\$ 16,525</b> | <b>\$ 12,148</b>   | <b>\$ 13,127</b>  |
| Accounts payable and accrued liabilities               | 3,997            | 4,261              | 138               |
| Contract liabilities, less current portion             | 187              | 354                | 473               |
| Lease liability  | 7,051            | 8,079              | 2,859             |
| Long-term debt, less current portion                   | -                | -                  | 27,060            |
| <b>Non-current liabilities</b>                         | <b>\$ 11,235</b> | <b>\$ 12,694</b>   | <b>\$ 30,530</b>  |
| <b>Total liabilities</b>                               | <b>\$ 27,760</b> | <b>\$ 24,842</b>   | <b>\$ 43,657</b>  |
| <b>Member's equity (deficit)</b>                       |                  |                    |                   |
| Contributed equity                                     | \$ 40,730        | \$ 35,836          | \$ -              |
| Retained earnings (deficit)                            | (39,106)         | (22,957)           | (9,916)           |
| <b>Total member's equity (deficit)</b>                 | <b>\$ 1,624</b>  | <b>\$ 12,879</b>   | <b>\$ (9,916)</b> |
| <b>Total liabilities and member's equity (deficit)</b> | <b>\$ 29,384</b> | <b>\$ 37,721</b>   | <b>\$ 33,741</b>  |

*See Notes to the Financial Statements.*

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(Amounts in \$000s unless otherwise indicated)

**STATEMENTS OF INCOME**

| <i>As of December 31,</i>           | <b>As Restated</b> |                  |                  |
|-------------------------------------|--------------------|------------------|------------------|
|                                     | <b>2022</b>        | <b>2021</b>      | <b>2020</b>      |
| <b>Revenue:</b>                     |                    |                  |                  |
| Brokerage commissions and fees, net | \$ 8,220           | \$ 5,814         | \$ 4,863         |
| Franchise commissions and fees, net | 36,381             | 31,880           | 28,155           |
| Supplemental commissions and fees   | 659                | 1,226            | 4,721            |
| Franchise sales                     | 1,703              | 2,382            | 1,176            |
| Interest income                     | 118                | 77               | 98               |
| Other revenues                      | 172                | 2,979            | 49               |
| <b>Total revenue</b>                | <b>\$ 47,253</b>   | <b>\$ 44,358</b> | <b>\$ 39,062</b> |
| <b>Expenses:</b>                    |                    |                  |                  |
| Employee compensation               | \$ 27,186          | \$ 27,898        | \$ 17,272        |
| General and administrative expense  | 21,880             | 13,404           | 7,251            |
| Amortization                        | 2,091              | 417              | 335              |
| Depreciation                        | 674                | 1,303            | 1,016            |
| Impairment loss                     | 2,638              | -                | -                |
| <b>Total operating expenses</b>     | <b>\$ 54,469</b>   | <b>\$ 43,022</b> | <b>\$ 25,874</b> |
| Operating income (loss)             | (7,216)            | 1,336            | 13,188           |
| Change in contingent consideration  | 110                | -                | -                |
| Interest expense                    | 221                | 790              | 1,352            |
| <b>Net income (loss)</b>            | <b>\$ (7,547)</b>  | <b>\$ 546</b>    | <b>\$ 11,836</b> |

*See Notes to the Financial Statements.*

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**STATEMENTS OF MEMBER'S EQUITY (DEFICIT)**

|  | <b>Member's Capital</b> | <b>Retained Earnings<br/>(deficit)</b> | <b>Total Member's Equity<br/>(deficit)</b> |
|--|-------------------------|--|--|
| <b>December 31, 2019 (as restated)</b> | \$ -                    | \$ (15,150)                            | \$ (15,150)                                |
| Net income                             | -                       | 11,836                                 | 11,836                                     |
| Distributions                          | -                       | (6,602)                                | (6,602)                                    |
| <b>December 31, 2020 (as restated)</b> | \$ -                    | \$ (9,916)                             | \$ (9,916)                                 |
| Net income                             | -                       | 546                                    | 546  |
| Capital contribution                   | 35,836                  | -                                      | 35,836                                     |
| Distributions                          | -                       | (13,587)                               | (13,587)                                   |
| <b>December 31, 2021 (as restated)</b> | \$ 35,836               | \$ (22,957)                            | \$ 12,879                                  |
| Net income (loss)                      | -                       | (7,547)                                | (7,547)                                    |
| Distributions                          | -                       | (8,218)                                | (8,218)                                    |
| Adoption of new accounting standards   | -                       | (384)                                  | (384)                                      |
| Equity-based compensation expense      | 1,329                   | -                                      | 1,329                                      |
| Capital contribution, cash             | 1,800                   | -                                      | 1,800                                      |
| Capital contribution, non-cash         | 1,765                   | -                                      | 1,765                                      |
| <b>December 31, 2022</b>               | \$ 40,730               | \$ (39,106)                            | \$ 1,624                                   |

*See Notes to the Financial Statements*



**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**STATEMENTS OF CASH FLOWS**

| <i>As of December 31,</i>  | <u>As Restated</u> |                   |                   |
|--|--------------------|-------------------|-------------------|
|  | <u>2022</u>        | <u>2021</u>       | <u>2020</u>       |
| <b>Cash flows from operating activities:</b>                                   |                    |                   |                   |
| Net income (loss)  | \$ (7,547)         | \$ 546            | \$ 11,836         |
| <i>Adjustments to net income to net cash provided by operating activities:</i> |                    |                   |                   |
| <i>Items not requiring (providing) cash:</i>                                   |                    |                   |                   |
| Provision for credit loss  | (288)              | -                 | -                 |
| Policy adjustment  | -                  | (50)              | 56                |
| Non-cash compensation  | 25                 | -                 | -                 |
| Equity-based compensation granted  | 1,329              | -                 | -                 |
| (Gain) loss on disposal of property and equipment                              | 138                | 16                | (7)               |
| Depreciation   | 674                | 1,303             | 1,016             |
| Impairment loss  | 2,638              | -                 | -                 |
| Writedown of intangible assets   | 428                | -                 | -                 |
| Amortization of intangible assets  | 2,091              | 417               | 335               |
| PPP loan forgiveness   | -                  | (2,810)           | -                 |
| <i>Changes in:</i>   |                    |                   |                   |
| Commissions and fees receivable  | 305                | 3,244             | (3,415)           |
| Prepaid and other current assets   | (271)              | (52)              | 184               |
| Notes receivable   | (34)               | (762)             | 1,011             |
| Franchise fee receivable   | -                  | 83                | (83)              |
| Contract liabilities   | 61                 | (101)             | 298               |
| Accounts payable and accrued expenses  | 3,766              | 1,800             | 971               |
| <b>Net Cash Provided by Operating Activities</b>                               | <b>\$ 3,315</b>    | <b>\$ 3,634</b>   | <b>\$ 12,202</b>  |
| <b>Cash Flows Used in Investing Activities:</b>                                |                    |                   |                   |
| Payment for acquired books of business   | (1,869)            | (89)              | -                 |
| Purchase of property and equipment   | -                  | (2,719)           | (1,287)           |
| Proceeds from sales of PPE   | -                  | -                 | 36                |
| Payment of territory rights obligation   | -                  | (127)             | (152)             |
| <b>Net Cash Used in Investing Activities</b>                                   | <b>\$ (1,869)</b>  | <b>\$ (2,935)</b> | <b>\$ (1,403)</b> |
| <b>Cash Flows from Financing Activities:</b>                                   |                    |                   |                   |
| Borrowings on debt   | -                  | 31,178            | (3,800)           |
| Repayment to debt  | -                  | (58,239)          | 1,160             |
| Dividends  | (8,218)            | (13,587)          | (6,602)           |
| Capital contributions  | -                  | 35,836            | -                 |
| Equity investment from members of management                                   | 1,775              | -                 | -                 |
| Proceeds from PPP Loan   | -                  | -                 | 2,810             |
| <b>Net Cash Used in Financing Activities</b>                                   | <b>\$ (6,443)</b>  | <b>\$ (4,812)</b> | <b>\$ (6,432)</b> |
| Net increase (decrease) in cash and cash equivalents                           | (4,997)            | (4,113)           | 4,367             |
| Cash Available for Use and Restricted Cash, Beginning of Period                | 7,414              | 11,527            | 7,160             |
| <b>Cash Available for Use and Restricted Cash, End of Period</b>               | <b>\$ 2,417</b>    | <b>\$ 7,414</b>   | <b>\$ 11,527</b>  |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

| <i>As of December 31,</i>  | <u>As Restated</u> |             |             |
|--|--------------------|-------------|-------------|
|  | <u>2022</u>        | <u>2021</u> | <u>2020</u> |
| Supplemental Information to the Statements of Cash Flows:          |                    |             |             |
| Cash paid for interest   | \$ 221             | \$ 790      | \$ 1,352    |
| Non-Cash Transactions:   |                    |             |             |
| Right use of assets  | \$ (1,112)         | \$ 5,374    | \$ 4,138    |
| Lease liabilities  | \$ 1,069           | \$ (5,324)  | \$ 3,422    |
| Capital contribution in the form of rent paid on Company's behalf  | \$ 1,765           | \$ -        | \$ -        |
| Obligation assumed from purchase of acquired books of business     | \$ 1,463           | \$ 4,251    | \$ -        |
| Obligation assumed from purchase of territory rights of obligation | \$ -               | \$ -        | \$ 127      |

*See Notes to the Financial Statements*

## **BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**

(\$ amounts in thousands unless otherwise indicated)

### **Note 1 – Basis of Presentation**

#### ***Nature of Operations***

Brightway Insurance, LLC (the “Company”) is a leading insurance agency that places insurance coverages for policyholders. Our differentiated franchise model, in which the Company provides product development, business development, training, policyholder administration services, and proprietary technology and our franchises provide policyholder advisory, distribution, and placement services under a “you sell, we service” division of responsibilities contributes to outperformance of revenue growth and profitability relative to other industry participants.

Our mission is to provide industry leading and innovative insurance solutions and service for our franchise agents, our policyholders, and our carriers. We believe that policyholders are increasingly demanding more choice, greater client service, and access to products and services accessed through a variety of channels. The Company is well-suited to satisfied policyholder demands by distributing products and services through a broad network of franchised insurance agencies that have access to robust products and services, leading technology, and aligned financial interests.

We generally provide these products and solutions through our network for franchised insurance agencies. The Company grants franchise agreements, generally for an initial term of five-years, at locations approved by the Company. The Company had 301 and 287 franchises in operation as of December 31, 2022, and January 1, 2022, respectively. In exchange for services provided to the franchisees, the Company recognizes revenue equal to a fixed portion of gross commissions paid by insurance carriers for the placement of policies.

The Company is wholly owned by Brightway Holdings, LLC (“Holdings”). Holdings was formed on November 7, 2021 as a Delaware limited liability company.

The Company is headquartered in Jacksonville, Florida, and has operations throughout the United States.

#### ***Basis of Presentation***

The accompanying financial statements and notes thereto have been prepared in accordance with U.S. Generally Accepted Accounting Principles (“U.S. GAAP”).

#### ***Going Concern***

On December 16, 2021, Holdings sold a controlling equity stake a private equity financial sponsor and entered into a credit agreement with a private lender. The investment thesis contemplated significant investments in talent and technology to accelerate growth. As a result of the transaction and subsequent investments in talent and technology, the Company has experienced a decrease in profitability and cash flows from operations. In order to fund operations and continue to make desired investments, the Company plans to further draw on Holdings’ revolving credit line and, if necessary, raise equity from its financial sponsor, which has signaled continued willingness and ability to provide support. Such willingness and ability, coupled with the Company’s ability to rapidly adjust operations to postpone or decrease the level of investments in talent and technology, eliminate substantial doubt about the ability of the Company to continue as a going concern. As such, the Company’s financial statements are prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of obligations in the normal course of business.

#### ***Reclassifications of Previously Issued Consolidated Financial Statements***

We have restated herein our audited financial statements for the years ended December 31, 2021, and December 31, 2020.

#### ***Reclassifications Background***

The Company has reclassified certain amounts within the financial statements in order to enhance presentation and comparability. These reclassifications did not have any impact on net income or member’s equity (deficit). A description of material reclassifications follows:

## **BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**

(\$ amounts in thousands unless otherwise indicated)

### Current and Non-Current Reclassifications

We have reviewed our underlying records, transactions, and underlying intent and have reclassified certain amounts between current and non-current assets, as well as current and non-current liabilities. These reclassifications are based on when we expected to realize cash from these assets, or when we expect to disburse cash for these liabilities.

### Other

We have introduced or excised certain captions in order to enhance the presentation.

### ***Restatement Adjustments***

The Company has made several restatements in order to correct errors in the previously issued financial statements. A description of material errors corrected follow:

#### *Supplemental Commissions*

The Company typically receives confirmation of supplemental commissions from carrier partners in the first calendar quarter of each year, and before financial statements are issued. The Company erroneously recognized income in 2020 and 2021 that related to supplemental commissions for the preceding year, which were confirmed by carrier partners in advance of the preparation of financial statements. We have corrected this misstatement to recognize amounts in the proper period, including adjusting retained earnings (deficit) as of December 31, 2019, pursuant to our policy as described in Note 2, *Summary of Significant Accounting Policies*.

#### *Franchise Commissions*

Within the Statements of Operations, commissions expense payable to our franchisees were reported within Operating Expenses. These amounts have been reclassified within Franchise Commissions and Fees, net. As our franchisees act as insurance sub producers and these amounts are directly tied to the placement of insurance risk and are determined based on gross revenue it is customary to report such amounts as contra-revenue. We believe this reclassification will improve comparability of our financial performance and position as compared to other insurance intermediaries.

#### *Franchise Notes Receivable*

From time to time, our franchises may borrow from unrelated parties to fund investments and operations. These are negotiated and executed without the Company's involvement there is no recourse against the Company in the event of default, but the Company will deduct amounts from any commissions and fees owed to the franchisees to fund interest and/or principal payments as instructed by the franchisee. Previously, the Company recognized an asset for the future amount of cash flows to be deducted and an amount payable to the third-party lender for amounts communicated to us as obligations between any franchisee to the third-party lender. As we have no rights or obligations with respect to these franchisor borrowings, we have derecognized such assets and liabilities.

#### *Liability for Future Policy Cancellations*

The Company previously recognized a liability for the expected return of commissions to carriers for projected insurance policy cancellations. The formulas used to derive the projections had mathematical errors, resulting in an understatement of the liability. We have corrected this misstatement by revising the mathematical formulas used to derive the projections in 2020 and 2021. As a result, in addition, we have made material adjustments to commission receivable and payables in 2020 and 2021 including retained earnings (deficit) as of December 31, 2019.

#### *Accounts Payable and Accrued Expenses Recognition*

The Company previously recognized certain commissions payable to franchisees and incentive payments to employees when cash was paid, and not when the obligation was incurred. We have corrected these misstatements to recognize amounts in the proper period.

## **BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**

(\$ amounts in thousands unless otherwise indicated)

### *Accounting Policy Adjustments*

The Company retrospectively adopted accounting policies, such as Accounting Standards Codification (“ASC”) 842 *Leases*, which result in adjustments in 2020 and 2021.

The following tables present the amounts previously reported and a reconciliation to the restated amounts reported on the restated Balance Sheets as of December 31, 2021, and December 31, 2020, the restated Statements of Comprehensive Income (Loss), the restated Statements of Stockholders’ Equity, including retained earnings (deficit) as of December 31, 2019, and the restated Statements of Cash Flows for the years ended December 31, 2021, and December 31, 2020. The amounts as previously reported for the years ended December 31, 2021, and December 31, 2020, were derived from our originally filed Financial Statements on April 21, 2022, and April 21, 2021, respectively.

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Brightway Insurance, LLC**  
**Statement of Financial Position**  
(in thousands)

As of December 31, 2020

|  | As Previously Reported | Reclassifications | Restatement Adjustments | Accounting Policy Adjustments | As Restated       |
|--|------------------------|-------------------|-------------------------|-------------------------------|-------------------|
| <b>Assets:</b>   |                        |                   |                         |                               |                   |
| Cash and cash equivalents available for use            | \$ 10,573              | \$ -              | \$ -                    | \$ -                          | \$ 10,573         |
| Restricted cash  | 954                    | -                 | -                       | -                             | 954               |
| Deferred commission expense                            | 175                    | (175)             | -                       | -                             | -                 |
| Commissions and fees receivable, net                   | 6,810                  | -                 | 3,558                   | -                             | 10,368            |
| Notes receivable, net                                  | 114                    | 7                 | -                       | -                             | 121               |
| Notes receivable from related party                    | -                      | -                 | -                       | -                             | -                 |
| Franchise fee receivable                               | 83                     | -                 | -                       | -                             | 83                |
| Prepaid expenses                                       | 1,057                  | (7)               | -                       | -                             | 1,050             |
| Other assets   | 128                    | (9)               | -                       | -                             | 119               |
| <b>Total current assets</b>                            | <b>\$ 19,894</b>       | <b>\$ (184)</b>   | <b>\$ 3,558</b>         | <b>\$ -</b>                   | <b>\$ 23,268</b>  |
| Notes receivable, net current portion                  | 527                    | (7)               | (64)                    | -                             | 456               |
| Goodwill, net  | 57                     | (23)              | -                       | 51                            | 85                |
| Finite-lived intangibles, net                          | 716                    | 23                | -                       | -                             | 739               |
| Property and equipment, net                            | 5,316                  | (216)             | -                       | -                             | 5,100             |
| Right-of-use asset                                     | -                      | -                 | -                       | 3,686                         | 3,686             |
| Other assets, less current portion                     | -                      | 407               | -                       | -                             | 407               |
| <b>Total non-current assets</b>                        | <b>\$ 6,616</b>        | <b>\$ 184</b>     | <b>\$ (64)</b>          | <b>\$ 3,737</b>               | <b>\$ 10,473</b>  |
| <b>Total assets</b>                                    | <b>\$ 26,510</b>       | <b>\$ -</b>       | <b>\$ 3,494</b>         | <b>\$ 3,737</b>               | <b>\$ 33,741</b>  |
| <b>Liabilities:</b>                                    |                        |                   |                         |                               |                   |
| Accounts payable and accrued expenses                  | \$ 2,001               | \$ 7,083          | \$ (285)                | \$ -                          | \$ 8,799          |
| Contract liabilities                                   | -                      | 636               | -                       | -                             | 636               |
| Lease liability  | -                      | -                 | -                       | 882                           | 882               |
| Current portion of notes payable                       | 5,249                  | (2,375)           | (64)                    | -                             | 2,810             |
| Commissions payable, net                               | 7,094                  | (7,094)           | -                       | -                             | -                 |
| Deferred revenue                                       | 636                    | (636)             | -                       | -                             | -                 |
| Deferred contract fee revenue                          | 195                    | (195)             | -                       | -                             | -                 |
| Obligations to Seller                                  | 127                    | (127)             | -                       | -                             | -                 |
| <b>Total current liabilities</b>                       | <b>\$ 15,302</b>       | <b>\$ (2,708)</b> | <b>\$ (349)</b>         | <b>\$ 882</b>                 | <b>\$ 13,127</b>  |
| Accounts payable and accrued liabilities               | -                      | 138               | -                       | -                             | 138               |
| Contract liabilities, less current portion             | -                      | 473               | -                       | -                             | 473               |
| Lease Liability  | -                      | -                 | -                       | 2,859                         | 2,859             |
| Line of credit   | 1,185                  | (1,185)           | -                       | -                             | -                 |
| Territory rights obligation                            | -                      | -                 | -                       | -                             | -                 |
| Deferred contract fee revenue, non-current             | 278                    | (278)             | -                       | -                             | -                 |
| Obligations to Seller                                  | -                      | -                 | -                       | -                             | -                 |
| Notes payable, net                                     | 23,500                 | (23,500)          | -                       | -                             | -                 |
| Long-term debt, less current portion                   | -                      | 27,060            | -                       | -                             | 27,060            |
| <b>Non-current liabilities</b>                         | <b>\$ 24,963</b>       | <b>\$ 2,708</b>   | <b>\$ -</b>             | <b>\$ 2,859</b>               | <b>\$ 30,530</b>  |
| <b>Total liabilities</b>                               | <b>\$ 40,265</b>       | <b>\$ -</b>       | <b>\$ (349)</b>         | <b>\$ 3,741</b>               | <b>\$ 43,657</b>  |
| <b>Member's equity (deficit)</b>                       |                        |                   |                         |                               |                   |
| Member's Capital                                       | \$ -                   | \$ -              | \$ -                    | \$ -                          | \$ -              |
| Contributed Equity                                     | -                      | -                 | -                       | -                             | -                 |
| Accumulated deficit                                    | (13,757)               | -                 | 3,843                   | (4)                           | (9,916)           |
| <b>Total member's equity (deficit)</b>                 | <b>\$ (13,757)</b>     | <b>\$ -</b>       | <b>\$ 3,843</b>         | <b>\$ (4)</b>                 | <b>\$ (9,916)</b> |
| <b>Total liabilities and member's equity (deficit)</b> | <b>\$ 26,510</b>       | <b>\$ -</b>       | <b>\$ 3,494</b>         | <b>\$ 3,737</b>               | <b>\$ 33,741</b>  |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Brightway Insurance, LLC**  
**Statements of Financial Position**  
(in thousands)

As of December 31, 2021

|  | As Previously Reported | Reclassifications | Restatement Adjustments | Accounting Policy Adjustments | As Restated      |
|--|------------------------|-------------------|-------------------------|-------------------------------|------------------|
| <b>Assets:</b>                               |                        |                   |                         |                               |                  |
| Cash and cash equivalents available for use  | \$ 6,224               | \$ -              | \$ -                    | \$ -                          | \$ 6,224         |
| Restricted cash                              | 1,190                  | -                 | -                       | -                             | 1,190            |
| Deferred commission expense                  | 271                    | (271)             | -                       | -                             | -                |
| Commissions and fees receivable, net         | 9,305                  | -                 | (2,181)                 | -                             | 7,124            |
| Notes receivable, net                        | 943                    | (855)             | -                       | -                             | 88               |
| Prepaid expenses                             | 1,043                  | (4)               | -                       | -                             | 1,039            |
| Other assets                                 | 96                     | (18)              | -                       | -                             | 78               |
| <b>Total current assets</b>                  | <b>\$ 19,072</b>       | <b>\$ (1,148)</b> | <b>\$ (2,181)</b>       | <b>\$ -</b>                   | <b>\$ 15,743</b> |
| Notes receivable, net current portion        | 641                    | 855               | (245)                   | -                             | 1,251            |
| Goodwill, net                                | 37                     | (11)              | -                       | 59                            | 85               |
| Finite-lived intangibles, net                | 4,651                  | 11                | -                       | -                             | 4,662            |
| Property and equipment, net                  | 5,821                  | (1,003)           | -                       | -                             | 4,818            |
| Right-of-use asset                           | -                      | -                 | -                       | 9,060                         | 9,060            |
| Other assets, less current portion           | 806                    | 1,296             | -                       | -                             | 2,102            |
| <b>Total non-current assets</b>              | <b>\$ 11,956</b>       | <b>\$ 1,148</b>   | <b>\$ (245)</b>         | <b>\$ 9,119</b>               | <b>\$ 21,978</b> |
| <b>Total assets</b>                          | <b>\$ 31,028</b>       | <b>\$ -</b>       | <b>\$ (2,426)</b>       | <b>\$ 9,119</b>               | <b>\$ 37,721</b> |
| <b>Liabilities:</b>                          |                        |                   |                         |                               |                  |
| Accounts payable and accrued expenses        | \$ 3,747               | \$ 7,682          | \$ (923)                | \$ 1                          | \$ 10,507        |
| Contract liabilities                         | -                      | 654               | -                       | -                             | 654              |
| Lease liability                              | -                      | -                 | -                       | 987                           | 987              |
| Current portion of notes payable             | 244                    | -                 | (244)                   | -                             | -                |
| Commissions payable, net                     | 7,693                  | (7,693)           | -                       | -                             | -                |
| Deferred revenue                             | 654                    | (654)             | -                       | -                             | -                |
| Deferred contract fee revenue                | 152                    | (152)             | -                       | -                             | -                |
| Obligations to Seller                        | 622                    | (622)             | -                       | -                             | -                |
| <b>Total Current liabilities</b>             | <b>\$ 13,113</b>       | <b>\$ (785)</b>   | <b>\$ (1,167)</b>       | <b>\$ 988</b>                 | <b>\$ 12,148</b> |
| Accounts payable and accrued liabilities     | -                      | 4,261             | -                       | -                             | 4,261            |
| Contract liabilities, less current portion   | -                      | 354               | -                       | -                             | 354              |
| Lease Liability                              | -                      | -                 | -                       | 8,079                         | 8,079            |
| Deferred contract fee revenue, non-current   | 201                    | (201)             | -                       | -                             | -                |
| Obligations to Seller                        | 3,629                  | (3,629)           | -                       | -                             | -                |
| <b>Non-current liabilities</b>               | <b>\$ 3,830</b>        | <b>\$ 785</b>     | <b>\$ -</b>             | <b>\$ 8,079</b>               | <b>\$ 12,694</b> |
| <b>Total liabilities</b>                     | <b>\$ 16,943</b>       | <b>\$ -</b>       | <b>\$ (1,167)</b>       | <b>\$ 9,067</b>               | <b>\$ 24,842</b> |
| <b>Members' equity:</b>                      |                        |                   |                         |                               |                  |
| Member's Capital                             | \$ 35,836              | \$ (35,836)       | \$ -                    | \$ -                          | \$ -             |
| Contributed Equity                           | -                      | 35,836            | -                       | -                             | 35,836           |
| Accumulated deficit                          | (21,751)               | -                 | (1,205)                 | (1)                           | (22,957)         |
| <b>Total members' equity</b>                 | <b>\$ 14,085</b>       | <b>\$ -</b>       | <b>\$ (1,205)</b>       | <b>\$ (1)</b>                 | <b>\$ 12,879</b> |
| <b>Total liabilities and members' equity</b> | <b>\$ 31,027</b>       | <b>\$ -</b>       | <b>\$ (2,372)</b>       | <b>\$ 9,066</b>               | <b>\$ 37,721</b> |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Brightway Insurance, LLC**  
**Statement of Income**  
(in thousands)

As of December 31, 2020

|                                     | As Previously Reported | Reclassification Adjustments | Restatement Adjustments | Accounting Policy Adjustments | As Restated      |
|-------------------------------------|------------------------|------------------------------|-------------------------|-------------------------------|------------------|
| <b>Revenues</b>                     |                        |                              |                         |                               |                  |
| Franchise Royalty Fees              | \$ 30,006              | \$ (30,006)                  | \$ -                    | \$ -                          | \$ -             |
| Commission Income                   | 3,498                  | (3,498)                      | -                       | -                             | -                |
| Contingency Income                  | 2,271                  | (2,271)                      | -                       | -                             | -                |
| Initial Franchise Fees              | 1,176                  | (1,176)                      | -                       | -                             | -                |
| Brokerage commissions and fees, net | -                      | 3,498                        | 1,365                   | -                             | 4,863            |
| Franchise commissions and fees, net | -                      | 30,096                       | (1,941)                 | -                             | 28,155           |
| Supplemental commissions and fees   | -                      | 2,271                        | 2,450                   | -                             | 4,721            |
| Franchise sales                     | -                      | 1,176                        | -                       | -                             | 1,176            |
| Interest Income                     | 98                     | -                            | -                       | -                             | 98               |
| Other                               | 139                    | (90)                         | -                       | -                             | 49               |
| <b>Total Revenue</b>                | <b>\$ 37,188</b>       | <b>\$ -</b>                  | <b>\$ 1,874</b>         | <b>\$ -</b>                   | <b>\$ 39,062</b> |
| <b>Operating Expenses</b>           |                        |                              |                         |                               |                  |
| Commission Expense                  | 45                     | -                            | (45)                    | -                             | -                |
| Employee Compensation               | -                      | 17,594                       | (322)                   | -                             | 17,272           |
| General and administrative expense  | 26,711                 | (18,953)                     | (563)                   | 56                            | 7,251            |
| Amortization                        | -                      | 343                          | -                       | (8)                           | 335              |
| Depreciation                        | -                      | 1,016                        | -                       | -                             | 1,016            |
| <b>Total operating expenses</b>     | <b>\$ 26,756</b>       | <b>\$ -</b>                  | <b>\$ (930)</b>         | <b>\$ 48</b>                  | <b>\$ 25,874</b> |
| Interest expense                    | 1,352                  | -                            | -                       | -                             | 1,352            |
| <b>Net income (loss)</b>            | <b>\$ 9,080</b>        | <b>\$ -</b>                  | <b>\$ 2,804</b>         | <b>\$ (48)</b>                | <b>\$ 11,836</b> |



**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Brightway Insurance, LLC**  
**Statement of Income**  
(in thousands)

As of December 31, 2021

|                                     | As Previously<br>Reported | Reclassification<br>Adjustments | Restatement<br>Adjustments | Accounting Policy<br>Adjustments | As Restated      |
|-------------------------------------|---------------------------|---------------------------------|----------------------------|----------------------------------|------------------|
| <b>Revenues</b>                     |                           |                                 |                            |                                  |                  |
| Franchise Royalty Fees              | \$ 34,073                 | \$ (34,073)                     | \$ -                       | \$ -                             | \$ -             |
| Commission Income                   | 6,152                     | (6,152)                         | -                          | -                                | -                |
| Contingency Income                  | 5,646                     | (5,646)                         | -                          | -                                | -                |
| Initial Franchise Fees              | 2,382                     | (2,382)                         | -                          | -                                | -                |
| Brokerage commissions and fees, net | -                         | 6,152                           | (338)                      | -                                | 5,814            |
| Franchise commissions and fees, net | -                         | 34,073                          | (2,193)                    | -                                | 31,880           |
| Supplemental commissions and fees   | -                         | 5,646                           | (4,420)                    | -                                | 1,226            |
| Franchise sales                     | -                         | 2,382                           | -                          | -                                | 2,382            |
| Interest Income                     | 77                        | -                               | -                          | -                                | 77               |
| Other                               | 2,979                     | -                               | -                          | -                                | 2,979            |
| <b>Total Revenue</b>                | <b>\$ 51,309</b>          | <b>\$ -</b>                     | <b>\$ (6,951)</b>          | <b>\$ -</b>                      | <b>\$ 44,358</b> |
| <b>Expenses</b>                     |                           |                                 |                            |                                  |                  |
| Commission Expense                  | 1,039                     | -                               | (1,039)                    | -                                | -                |
| Employee Compensation               | -                         | 27,961                          | (63)                       | -                                | 27,898           |
| General and administrative expense  | 43,887                    | (29,689)                        | (744)                      | (50)                             | 13,404           |
| Amortization                        | -                         | 425                             | -                          | (8)                              | 417              |
| Depreciation                        | -                         | 1,303                           | -                          | -                                | 1,303            |
| <b>Total operating expenses</b>     | <b>\$ 44,926</b>          | <b>\$ -</b>                     | <b>\$ (1,846)</b>          | <b>\$ (58)</b>                   | <b>\$ 43,022</b> |
| Interest expense                    | 790                       | -                               | -                          | -                                | 790              |
| <b>Net income (loss)</b>            | <b>\$ 5,593</b>           | <b>\$ -</b>                     | <b>\$ (5,105)</b>          | <b>\$ 58</b>                     | <b>\$ 546</b>    |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Brightway Insurance, LLC**  
**Statement of Equity (Deficit)**  
**For the Year Ended December 31, 2020**  
(in thousands)

|  | As Previously<br>Reported | Restatement<br>Adjustments | Accounting<br>Policy<br>Adjustments | As Restated       |
|--|---------------------------|----------------------------|-------------------------------------|-------------------|
| <b>Member's Capital:</b>                   |                           |                            |                                     |                   |
| Beginning Balance                          | \$ -                      | \$ -                       | \$ -                                | \$ -              |
| Net income (Loss)                          | -                         | -                          | -                                   | -                 |
| <b>Retained Earnings:</b>                  |                           |                            |                                     |                   |
| Beginning Balance                          | \$ (16,234)               | \$ 1,127                   | \$ (43)                             | \$ (15,150)       |
| Net income (Loss)                          | 9,080                     | 2,804                      | (48)                                | 11,836            |
| Distributions                              | (6,602)                   | -                          | -                                   | (6,602)           |
| <b>Total Member's Equity<br/>(Deficit)</b> | <b>\$ (13,756)</b>        | <b>\$ 3,931</b>            | <b>\$ (91)</b>                      | <b>\$ (9,916)</b> |

**Brightway Insurance, LLC**  
**Statement of Equity(Deficit)**  
**For the Year Ended December 31, 2021**  
(in thousands)

|  | As Previously<br>Reported | Restatement<br>Adjustments | Accounting<br>Policy<br>Adjustments | As Restated      |
|--|---------------------------|----------------------------|-------------------------------------|------------------|
| <b>Member's Capital:</b>                   |                           |                            |                                     |                  |
| Beginning Balance                          | \$ -                      | \$ -                       | \$ -                                | \$ -             |
| Capital Contribution                       | 35,836                    | -                          | -                                   | 35,836           |
| <b>Retained Earnings:</b>                  |                           |                            |                                     |                  |
| Beginning Balance                          | \$ (13,756)               | \$ 3,931                   | \$ (91)                             | \$ (9,916)       |
| Net income (Loss)                          | 5,593                     | (5,105)                    | 58                                  | 546              |
| Distributions                              | (13,587)                  | -                          | -                                   | (13,587)         |
| <b>Total Member's Equity<br/>(Deficit)</b> | <b>\$ 14,084</b>          | <b>\$ (1,172)</b>          | <b>\$ (33)</b>                      | <b>\$ 12,879</b> |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Brightway Insurance, LLC**  
**Statement of Cash Flows**  
**For the Year Ended December 31, 2020**  
(in thousands)

|  | As Previously<br>Reported | Reclassifications<br>Adjustments | Restatement<br>Adjustments | Accounting Policy<br>Adjustments | As Restated |
|--|---------------------------|----------------------------------|----------------------------|----------------------------------|-------------|
| <b>Cash flows from operating activities:</b>   |                           |                                  |                            |                                  |             |
| Net Income   | \$ 9,080                  | \$ -                             | \$ 2,804                   | \$ (48)                          | \$ 11,836   |
| <i>Adjustments to reconcile net income to net cash provided by operating activities:</i> |                           |                                  |                            |                                  |             |
| (Gain) / Loss on disposal of assets  | (7)                       | -                                | -                          | -                                | (7)         |
| Policy adjustment  |                           |                                  |                            | 56                               | 56          |
| Depreciation and Amortization  | 1,359                     | (1,359)                          | -                          | -                                | -           |
| Bad debt reserve   | 234                       | -                                | (234)                      | -                                | -           |
| Depreciation   | -                         | 1,016                            | -                          | -                                | 1,016       |
| PPP loan forgiveness   | -                         | -                                | -                          | -                                | -           |
| Amortization of intangible assets  | -                         | 343                              | -                          | (8)                              | 335         |
| <b>Changes in operating assets and liabilities:</b>                                      |                           |                                  |                            |                                  |             |
| Commissions and contingency receivable   | (863)                     | 863                              | -                          | -                                | -           |
| Commissions and fees receivable  | -                         | (863)                            | (2,552)                    | -                                | (3,415)     |
| Prepaid expenses and other current assets  | 101                       | (101)                            | -                          | -                                | -           |
| Prepaid expenses and other assets  | -                         | 184                              | -                          | -                                | 184         |
| Notes receivable   | 713                       | -                                | 298                        | -                                | 1,011       |
| Franchise fee receivable   | -                         | (83)                             | -                          | -                                | (83)        |
| Commissions payable  | 1,136                     | (1,136)                          | -                          | -                                | -           |
| Contract liabilities and deferred revenue  | 298                       | (298)                            | -                          | -                                | -           |
| Contract liabilities   | -                         | 298                              | -                          | -                                | 298         |
| Accounts payable and accrued expenses  | 152                       | 1,136                            | (316)                      | -                                | 971         |
| <b>Net cash provided by operating activities:</b>  | \$ 12,202                 | \$ -                             | \$ -                       | \$ -                             | \$ 12,202   |
| <b>Cash flows from investing activities:</b>   |                           |                                  |                            |                                  |             |
| Purchase of property and equipment   | (1,287)                   | -                                | -                          | -                                | (1,287)     |
| Proceeds from sale of property and equipment   | 36                        | -                                | -                          | -                                | 36          |
| Payments of territory rights obligation  | (152)                     | -                                | -                          | -                                | (152)       |
| Payments for acquired books of business  | -                         | -                                | -                          | -                                | -           |
| <b>Net cash used in investing activities:</b>  | \$ (1,403)                | \$ -                             | \$ -                       | \$ -                             | \$ (1,403)  |
| <b>Cash flows from financing activities:</b>   |                           |                                  |                            |                                  |             |
| Borrowings from line of credit   | 1,160                     | -                                | -                          | -                                | 1,160       |
| Repayments to line of credit   | (3,800)                   | -                                | -                          | -                                | (3,800)     |
| Proceeds from PPP Loan   | 2,810                     | -                                | -                          | -                                | 2,810       |
| Borrowings (repayments) on debt  | -                         | -                                | -                          | -                                | -           |
| Debt payoff  | (6,602)                   | 6,602                            | -                          | -                                | -           |
| Dividends  | -                         | (6,602)                          | -                          | -                                | (6,602)     |
| <b>Net cash used in financing activities:</b>  | \$ (6,432)                | \$ -                             | \$ -                       | \$ -                             | \$ (6,432)  |
| Net (decrease) increase in cash and cash equivalents and restricted cash                 | 4,367                     | -                                | -                          | -                                | 4,367       |
| Cash and cash equivalents and restricted cash, beginning of the year                     | 7,160                     | -                                | -                          | -                                | 7,160       |
| <b>Cash and cash equivalents and restricted cash, end of the year</b>                    | \$ 11,527                 | \$ -                             | \$ -                       | \$ -                             | \$ 11,527   |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Brightway Insurance, LLC**  
**Statement of Cash Flows**  
**For the Year Ended December 31, 2021**  
(in thousands)

|  | As Previously<br>Reported | Reclassifications<br>Adjustments | Restatement<br>Adjustments | Accounting Policy<br>Adjustments | As Restated |
|--|---------------------------|----------------------------------|----------------------------|----------------------------------|-------------|
| <b>Cash flows from operating activities:</b>   |                           |                                  |                            |                                  |             |
| Net Income   | \$ 5,593                  | \$ -                             | \$ (5,105)                 | \$ 58                            | \$ 546      |
| <i>Adjustments to reconcile net income to net cash provided by operating activities:</i> |                           |                                  |                            |                                  |             |
| (Gain) / Loss on disposal of assets  | 16                        | -                                | -                          | -                                | 16          |
| Policy Adjustment  |                           |                                  |                            | (50)                             | (50)        |
| Depreciation and Amortization  | 1,728                     | (1,728)                          | -                          | -                                | -           |
| Bad debt reserve   | 114                       | -                                | (114)                      | -                                | -           |
| Depreciation   | -                         | 1,303                            | -                          | -                                | 1,303       |
| PPP loan forgiveness   | (2,810)                   | -                                | -                          | -                                | (2,810)     |
| Amortization of intangible assets  | -                         | 425                              | -                          | (8)                              | 417         |
| <b>Changes in operating assets and liabilities:</b>                                      |                           |                                  |                            |                                  |             |
| Commissions and contingency receivable   | (2,495)                   | 2,495                            | -                          | -                                | -           |
| Commissions and fees receivable, net   | -                         | (2,495)                          | 5,739                      | -                                | 3,244       |
| Prepaid expenses and other current assets  | 32                        | (32)                             | -                          | -                                | -           |
| Prepaid expenses and other assets  | -                         | (52)                             | -                          | -                                | (52)        |
| Notes receivable   | (1,057)                   | -                                | 295                        | -                                | (762)       |
| Franchise fee receivable   | -                         | 83                               | -                          | -                                | 83          |
| Commissions payable  | (1,817)                   | 1,817                            | -                          | -                                | -           |
| Contract liabilities and deferred revenue  | (101)                     | 101                              | -                          | -                                | -           |
| Contract liabilities   | -                         | (101)                            | -                          | -                                | (101)       |
| Accounts payable and accrued expenses  | 4,342                     | (1,816)                          | (726)                      | -                                | 1,800       |
| <b>Net cash provided by operating activities:</b>  | \$ 3,545                  | \$ -                             | \$ 89                      | \$ -                             | \$ 3,634    |
| <b>Cash flows from investing activities:</b>   |                           |                                  |                            |                                  |             |
| Payment for acquired books of business   |                           |                                  | (89)                       |                                  | (89)        |
| Purchase of property and equipment   | (1,913)                   | (806)                            | -                          | -                                | (2,719)     |
| Purchase of other investing asset  | (806)                     | 806                              | -                          | -                                | -           |
| Payments of territory rights obligation  | (127)                     | -                                | -                          | -                                | (127)       |
| <b>Net cash used in investing activities:</b>  | \$ (2,846)                | \$ -                             | \$ (89)                    | \$ -                             | \$ (2,935)  |
| <b>Cash flows from financing activities:</b>   |                           |                                  |                            |                                  |             |
| Borrowings on debt   | 31,178                    | -                                | -                          | -                                | 31,178      |
| Repayments to debt   | (30,389)                  | (27,850)                         | -                          | -                                | (58,239)    |
| Contributions to members   | 35,836                    | (35,836)                         | -                          | -                                | -           |
| Dividend   |                           | (13,587)                         |                            |                                  | (13,587)    |
| Capital Contribution   | -                         | 35,836                           | -                          | -                                | 35,836      |
| Distributions to members   | (13,587)                  | 13,587                           | -                          | -                                | -           |
| Debt payoff  | (27,850)                  | 27,850                           | -                          | -                                | -           |
| <b>Net cash used in financing activities:</b>  | \$ (4,812)                | \$ -                             | \$ -                       | \$ -                             | \$ (4,812)  |
| Net (decrease) increase in cash and cash equivalents and restricted cash                 | (4,113)                   | -                                | -                          | -                                | (4,113)     |
| Cash and cash equivalents and restricted cash, beginning of the year                     | 11,527                    | -                                | -                          | -                                | 11,527      |
| <b>Cash and cash equivalents and restricted cash, end of the year</b>                    | \$ 7,414                  | \$ -                             | \$ -                       | \$ -                             | \$ 7,414    |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

***Use of Estimates***

The preparation of 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, as well as the reported amounts of revenue and expenses during the applicable 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, we must use some amounts that are based upon our informed judgments and best estimates. Estimates, by their nature, are based upon judgments and available information. The estimates that we make are based upon historical factors, current circumstances and the experience and judgment of management. We evaluate our assumptions and estimates on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

**Note 2 – Summary of Significant Accounting Policies**

***Revenue Recognition***

The Company primarily generates revenue through royalties from franchises for services and through commissions from carriers for brokerage and underwriting.

The Company incurs both costs to fulfill contracts, principally in pre-placement brokerage activities and post-placement servicing activities, and costs to obtain a contract, principally through certain sales commissions paid to employees. For situations in which the underlying insurance renewal period is one year or less and renewal costs are commensurate with the initial contract, the Company applies a practical expedient and recognizes the costs of obtaining a contract as an expense when incurred.

***Franchise Commissions***

Franchise commissions, or royalties, are based on a percentage of the gross commissions received by insurance carriers for an agreed-upon level of service. The Company estimates the amount of franchise commissions, or royalties, to recognize revenue on the effective date of a policy is placed into service based on estimates of premiums, policy changes and cancellations. The Company's customers for this revenue stream are the franchisees.

***Brokerage Commissions and Fees***

Brokerage commissions and fees revenue is primarily based on a percentage of premiums or fees received for an agreed-upon level of service. The net Brokerage Commissions and Fees are recognized at a point in time when an insurance policy is bound and issued, which occurs on the later of the policy effective date of the associated policies, or the date the Company receives a request to bind coverage from the customer.

***Cancellation Constraint***

Most insurance premiums are subject to policy cancellation; therefore, both Franchise commissions and fees and Brokerage commission and fees are considered variable consideration at the underlying contract effective date and is recognized net of a constraint for estimated policy cancellations, based upon the Company's historical cancellations.

***Contingent Commissions***

Supplemental and contingent commissions are additional revenues paid to the Company based on the volume and/or underwriting profitability on the eligible insurance contracts placed. 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. The uncertainty regarding the ultimate variable consideration for contingent commissions is principally the profitability of the underlying insurance policies placed as determined by the development of loss ratios maintained by the carriers. The uncertainty is resolved over the contractual term as actual results are achieved.

## **BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**

(\$ amounts in thousands unless otherwise indicated)

### ***Franchise Sales***

Franchise sales revenue is received for agreed-upon services provided to our franchisee customers. The Company has elected the Private Company Council (“PCC”) expedient whereby various pre-opening franchise activities are determined to be a single performance obligation distinct from the franchise right conveyed. Franchise sales revenue is recognized when the pre-opening activities are completed, which is generally when the franchise is opened. For the majority of new franchise sales, we issue Company-provided financing. For those franchise sales for which financing is provided, the Company only recognizes revenue if collectability is probable. We recognize interest on notes receivable within Interest income on the Statement of Income.

### ***Cash and Cash Equivalents***

Cash and cash equivalents include cash in demand deposits accounts and short-term investments, consisting principally of money market demand accounts, having original maturities of 90 days or less. The Company maintains its deposits in federally insured financial institutions and may exceed federally insured limits. The Company has not experienced any losses in such accounts and management believes the Company is not exposed to any significant credit risk.

### ***Restricted Cash and Cash Equivalents***

In its role as an insurance intermediary, the Company collects and remits amounts between policyholders, agents, and insurance carriers. Because these amounts are collected on behalf of third parties, they are excluded from the measurement of the transaction price. Similarly, the Company excludes from the measurement of the transaction price surplus lines taxes, as these are assessed by a governmental authority that are both imposed on and concurrent with the revenue-producing transactions and collected by the Company from customers and remitted to the taxing authority.

The Company recognizes amounts held and due to the Company as either Restricted cash or within receivables. Premiums and surplus lines taxes are included in Accounts payable and accrued liabilities in the Statements of Financial Position. The Company does not have any rights or obligations in connection with these amounts with the exception of segregating these amounts from the operating accounts and liabilities.

The Restricted cash and cash equivalents include cash in demand deposits accounts and short-term investments, consisting principally of money market demand accounts, having original maturities of 90 days or less.

### ***Brokerage and Franchise Commissions and Fees Receivable***

The Company earns commissions and fees from the placement and services provided to our policyholder and franchisees. The Company records a receivable once a performance obligation is satisfied. Commission payables consist of amounts due to agents of the Company related to the commission receivable. Commission payables are stated at the amounts due to the agents less an estimated allowance for chargebacks.

### ***Allowance for Credit Losses on Notes Receivable***

The Company records certain receivables net of an allowance for estimated uncollectable accounts to reflect any loss anticipated for the receivable balance. The Company calculates the allowance based on our history of write offs associated with each receivable. We have considered the available information relating to past events, current conditions, and reasonable and supportable forecasts.

### ***Goodwill and Finite-Lived Intangible Assets***

#### ***Goodwill***

Goodwill represents the excess of consideration transferred over the fair value of the net assets acquired in the acquisition of a business. The Company recognizes goodwill as the amount of consideration transferred which cannot be assigned to other tangible or intangible assets and liabilities.

The Company reviews goodwill 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 the performance of the annual evaluation, the Company also considers qualitative and quantitative developments between the date of the goodwill impairment review and the fiscal year end to determine if an impairment should be recognized.

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

The Company reviews goodwill for impairment at the reporting unit level. The determinations of impairment indicators and the fair value of the reporting unit are based on estimates and assumptions related to the amount and timing of future cash flows and future interest rates. Such estimates and assumptions could change in the future as more information becomes available, which could impact the amounts reported and disclosed herein.

*Finite-Lived Intangible Assets*

Intangible assets other than goodwill consist of client relationships. Client Relationships are amortized over their estimated useful lives, ranging from 7 to 10, in proportion with the realization of their economic benefit. The Company has no indefinite-lived intangible assets. Intangible assets are reviewed at least annually for impairment. If the carrying value of these assets exceeds the current fair value, the asset is considered impaired and is reduced to fair value resulting in a non-cash charge to earnings. Events and conditions that could result in impairment include a sustained drop in franchises, increased competition or loss of market share, and a decrease in geographic footprint that result in a significant loss of sales. To the extent our fair value is below our net book value, or if other indicators of potential impairment are present, then we will be required to take further steps to determine if an impairment of intangible assets has occurred and to calculate an impairment loss.

***Property and Equipment, Net of Accumulated Depreciation***

The Company recognizes property and equipment at cost, less accumulated depreciation, in the Statement of Income. Depreciation of property and equipment is calculated using the straight-line method over the estimated useful life as follows:

| <b>Asset Class</b>     | <b>Useful Lives</b> |
|------------------------|---------------------|
| Furniture and Fixtures | 7-10 Years          |
| Office Equipment       | 5-10 Years          |
| Leasehold Improvements | 9 Years             |
| Computers              | 10 Years            |
| Software               | 3 Years             |

The Company develops various software applications for internal use and accounts for costs incurred to develop such computer software. The Company capitalizes costs incurred during an application's development stage, which include costs to design the software configuration and interfaces, coding, installation, and testing. Costs incurred during the preliminary and post-implementation stages of internal-use computer software are expensed as incurred. Costs incurred to maintain existing software are expensed as incurred.

***Compensation***

*Equity-Based Compensation*

The Company issues equity-based awards to employees in the form of Restricted Units, Time Vested Incentive Units, and Performance Vested Incentive Units. These awards vest into equity of Brightway Parent, LLC. Compensation cost for equity awards is measured at the grant date fair value. The grant date fair value of equity-awards is estimated using a Black-Scholes option pricing model. This pricing model requires management to make assumptions with respect to the fair value of the equity awards on the grant date, including fair value of the Brightway Parent, LLC's equity units, the expected volatility of the Brightway Parent, LLC's equity units based on a period of time generally commensurate with the expected term of the award, risk-free interest rates and expected dividend yields, among other items.

Equity-based compensation expense is recorded in Employee compensation on the Statement of Income over the requisite service period of the award's recipient. See Note 12, *Equity-based Compensation*, for additional information on the Company's equity-based compensation awards. Compensation expense is recognized using the graded vesting attribution method and forfeitures are accounted for as they occur.

*Defined Contribution Plan*

The Company recognizes expense for the matching contribution to the defined contribution plan in the year where requisite employee service is performed. Matching contributions are made to participants throughout the year. Any

## **BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**

(\$ amounts in thousands unless otherwise indicated)

liabilities for matching contributions are recognized as General and administrative expense within the Statement of Income.

### ***Litigation and Contingent Liabilities***

The Company may be subject to various legal actions related to claims, lawsuits, and proceedings incident to the nature of the business. The Company records liabilities for loss contingencies when it is probable that a liability has been incurred on or before the Statement of Financial Position measurement date and the amount of the liability can be reasonably estimated as of the issuance date. The Company does not discount such contingent liabilities and recognizes related legal costs, such as fees and expenses of external counsel and other service providers, as period expenses when incurred. The loss contingencies, if any, are held within Accounts payable and accrued liabilities in the Statements of Financial Position. Significant management judgment is required to estimate the amounts of such contingent liabilities and the related insurance recoveries. In order to assess the potential liabilities, the Company analyzes the litigation exposure based upon available information, including consultation with counsel handling the defense of these matters. As these liabilities are uncertain by their nature, the recorded amounts may change due to a variety of factors, including new developments or changes in the approach, such as changing the settlement strategy as applicable to a matter.

### ***Leases***

The Company evaluates contracts entered into to determine whether the contract involves the use of property or equipment, which is either explicitly or implicitly identified in the contract. The Company then evaluates whether it controls the use of the asset, which is determined by assessing whether it obtains substantially all economic benefits from the use of the asset, and whether it has the right to direct the use of the asset. If these criteria are met and a lease has been identified, the Company accounts for the contract under the requirements of Accounting Standards Codification (ASC) 842, *Leases*.

The Company's leased assets consist primarily of real estate leases for occupied offices and office equipment leases. The lease commencement date is the beginning of the lease term and is recognized when the right-of-use asset has been made available by the lessor to the Company. Certain of these leases have options permitting renewals for additional periods or clauses allowing for early termination, and where those are reasonably certain to be executed, they are recognized as a component of the lease term. All of the Company's real estate leases and office equipment leases are recognized as operating leases, with lease terms ranging from 2 to 9 years. The Company recognizes lease payments for short-term leases of twelve months or less in the Statement of Income on a straight-line basis over the lease term.

For leases in which an implicit rate is not provided in the contract, the Company uses the risk-free rate available at the lease commencement date in determining the present value of lease payments. The Company does not account for separate lease components of a contract and its associated non-lease components as a single lease component. Further, variable expenses related to real estate and equipment leases are expensed as incurred.

At the lease commencement, the Company recognizes the total lease liability through the lease term as the present value of all remaining payments, discounted by the rate determined at commencement in the Statements of Financial Position. Lease liabilities are decreased for payments made in the period and are increased by the accretion of the discount. Rent expense for operating leases is recognized on a straight-line basis over the lease term and is presented within General and administrative expense on the Statement of Income, it is recognized as the lease liability interest expense, and the right-of-use asset amortization. Operating leases are included in Non-current assets - Right-of-use asset, Current liabilities - Lease liability, and Non-current liabilities - lease liability on the Statements of Financial Position.

In the event the lease liability is remeasured due to a change in the scope of or the consideration for a lease, an adjustment is made to the right-of-use asset. In the instance where the right-of-use asset is impaired, the impairment charge is recognized in the Statement of Income within General and administrative expense, irrespective of its classification of operating or finance lease. The Company will periodically review right-of-use lease assets for impairment whenever events or changes in business circumstances indicate that the carrying value of the assets may not be recoverable.



## **BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**

(\$ amounts in thousands unless otherwise indicated)

### ***Income Taxes***

The Company is treated as a partnership for U.S. federal and applicable state and local income tax purposes. As a partnership, the Company's taxable income or loss was included in the taxable income of its members. Accordingly, no income tax expense was recorded for federal and state and local jurisdictions in the Statement of Income.

### ***Subsequent Events***

The Company evaluated the recognition and disclosure of subsequent events for its financial statements through July 28, 2023, the date the financial statements were available to be issued.

### ***Recently Adopted Accounting Guidance***

#### ***Measurement of Credit Losses on Financial Instruments (ASU 2016-13)***

On June 16, 2016, the FASB issued guidance replacing the current incurred loss model. The guidance requires entities to measure expected credit losses based on consideration of a broad range of relevant information, including historical experience, current conditions, and reasonable and supportable forecasts that affect the collectability of the reported amount of the financial instrument. Prior to the adoption of this guidance, we recorded an allowance for credit losses if it was probable that a loss had been incurred as of the statement of condition date and the amount of the loss could be reasonably estimated.

Effective January 1, 2022, we adopted ASU 2016-13 using the modified retrospective method. The Company measured expected credit losses over the estimated life of our in-scope financial instruments, i.e., Notes receivable, and the adoption of this guidance increased our allowance for credit losses. Therefore, a cumulative-effect adjustment of \$384 was recorded to retained earnings as of January 1, 2022. Refer to Note 6 – *Notes Receivable* for details of the allowance for credit losses recognized for each in-scope financial instrument.

#### ***Leases (ASU 2016-02)***

On February 25, 2016, the FASB issued guidance that requires a lessee, in an operating or finance lease, to recognize on the statement of condition a liability to make lease payments and a right-of-use asset representing its right to use the underlying asset for the lease term. However, for a lease with a term of 12 months or less, a lessee is permitted to make an accounting policy election not to recognize a lease asset and lease liability. Under previous guidance, a lessee was not required to recognize a lease asset and lease liability arising from an operating lease on the statement of condition. While this guidance does not fundamentally change lessor accounting, some changes have been made to align that guidance with the lessee guidance and other areas within GAAP.

This guidance was effective for the interim and annual periods beginning on January 1, 2022. The Company elected to adopt this guidance as of January 1, 2022. The company used the full retrospective method of adoption and adjusted each financial statement period presented to reflect adoption. For transition purposes, the Company elected the package of practical expedients to reassess prior conclusions related to contracts containing leases, lease classification, and initial direct costs. The Company elected the practical expedient to utilize the risk-free rate to determine the present value of future lease payments. Upon adoption of this guidance, we reported higher assets and liabilities as a result of including right-of-use assets of \$4,138 and lease liabilities of \$3,422 in 2020. The impact to our statements of cash flows was not material. Refer to Note 9 – *Leases* for more information.

### **Note 3 – Acquisitions**

The Company accounts for acquisitions either as business combinations or asset acquisitions depending on the facts and circumstances of each acquisition. Transaction costs arising from business combinations or asset acquisitions are recognized within General and administrative expense in the Consolidated Statement of Income.

Total consideration for certain acquisitions includes contingent consideration, which is generally based on achieved revenue. Contingent consideration is recognized at its fair value as of the acquisition date. The fair value of contingent

## BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS

(\$ amounts in thousands unless otherwise indicated)

consideration is based on the present value of the expected future payments under the respective purchase agreements. In determining fair value the Company estimates cash payments based on management's estimate of the performance of each acquisition relative to the formula specified by each purchase agreement. Further information regarding fair value measurements is detailed in Note 14, Fair Value Measurements. For asset acquisitions, the Company recognizes contingent consideration when the underlying contingency is resolved, and the consideration is paid or payable. Revaluation of contingent consideration are recognized as a component of Non-Operating Income (Loss) within the Consolidated Statement of Income.

### *Acquired Policyholder Relationships*

During the year ended December 31, 2021, and 2022, the Company acquired 100% of the books of business from five of their franchisees, including their share of commissions owed for prior placements of insurance coverage. The Company made an upfront cash payment of \$294 for the acquisitions. The Company paid \$753 of contingent consideration as the associated contingencies relating to this payment have been resolved. An additional \$712 of contingent consideration may be owed to the former franchisees based upon future revenues of the acquired books of business. In accordance with ASC 805, *Business Combinations*, the Company determined that substantially all the fair value of the gross assets acquired of each franchise was concentrated in a single identifiable asset, which was policyholder relationships. The commissions receivable from each acquired franchise was immaterial, individually and in aggregate. Accordingly, the acquired set of assets and activities did not meet the definition of a business.

As a result, the Company accounted for each franchise acquisition as an asset acquisition as opposed to a business combination and allocated the cost of each asset acquisition to an intangible policyholder relationship asset. The identified intangible assets acquired as a part of these asset acquisitions were policyholder relationships with estimated useful lives of 10 years. The intangible assets were valued using an excess earnings model. The intangible assets are amortized based on the relative discounted cash flows the Company expects to receive from the policyholder relationships each year.

The following table provides a roll forward of consideration that we expect to pay to the sellers of these policyholder relationships:

|                                       | <b>Fixed<br/>Consideration</b> | <b>Contingent<br/>Consideration</b> | <b>Total</b>    |
|---------------------------------------|--------------------------------|-------------------------------------|-----------------|
| <b>January 1, 2022</b>                | \$ 4,251                       | \$ -                                | \$ 4,251        |
| Acquisitions                          | 217                            | 2,069                               | 2,286           |
| Change in Contingent<br>Consideration | -                              | (110)                               | (110)           |
| Cash paid                             | (622)                          | (1,247)                             | (1,869)         |
| <b>December 31, 2022</b>              | <b>\$ 3,846</b>                | <b>\$ 712</b>                       | <b>\$ 4,558</b> |

The following table summarizes our expected payments arising from our fixed and contingent acquisition consideration as of December 31, 2022:

|              | <b>Fixed Consideration</b> | <b>Contingent Consideration</b> | <b>Total</b>    |
|--------------|----------------------------|---------------------------------|-----------------|
| 2023         | \$ 775                     | \$ 339                          | \$ 1,114        |
| 2024         | 686                        | 314                             | 1,000           |
| 2025         | 622                        | 59                              | 681             |
| 2026         | 622                        | -                               | 622             |
| 2027         | 622                        | -                               | 622             |
| Thereafter   | 519                        | -                               | 519             |
| <b>Total</b> | <b>\$ 3,846</b>            | <b>\$ 712</b>                   | <b>\$ 4,558</b> |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Note 4 – Revenue**

The following table disaggregates revenue:

|   | <b>2022</b>      | <b>2021</b>      | <b>2020</b>      |
|---|------------------|------------------|------------------|
| <b>Brightway Corporate Revenues:</b>      |                  |                  |                  |
| New Business Commissions and Fees         | \$ 582           | \$ 382           | \$ 271           |
| Renewal Business Commissions and Fees     | 7,638            | 5,432            | 4,592            |
| Supplemental Commissions                  | 659              | 1,226            | 4,721            |
| <b>Total Brightway Corporate Revenues</b> | <b>8,879</b>     | <b>7,040</b>     | <b>9,584</b>     |
| <b>Franchise Revenues:</b>                |                  |                  |                  |
| Franchise Sales                           | 1,703            | 2,382            | 1,176            |
| New Business Royalties                    | 2,767            | 3,049            | 2,673            |
| Renewal Business Royalties                | 33,614           | 28,831           | 25,482           |
| <b>Total Franchise Revenues</b>           | <b>\$ 38,084</b> | <b>\$ 34,262</b> | <b>\$ 29,331</b> |
| Recognized over time                      | 38,084           | 34,262           | 29,331           |
| Recognized point in time                  | 8,879            | 7,040            | 9,584            |
| <b>Total Revenue</b>                      | <b>46,963</b>    | <b>41,302</b>    | <b>38,915</b>    |
| Interest Income                           | 118              | 77               | 98               |
| Other Revenues                            | 172              | 2,979            | 49               |
| <b>Total Revenue</b>                      | <b>\$ 47,253</b> | <b>\$ 44,358</b> | <b>\$ 39,062</b> |

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

Incremental cost to obtain - The adoption of ASC 340 resulted in the Company deferring certain costs to obtain franchise contracts primarily as they relate to the Franchise Channel compensation expense that is directly related to obtaining new franchise agreements. We note that the cost to obtain is considered immaterial.

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

|   | <b>2022</b>     | <b>2021</b>     | <b>2020</b>     |
|---|-----------------|-----------------|-----------------|
| Receivable from franchisees                         | \$ -            | \$ -            | \$ 83           |
| <b>Deferred contract fee at beginning of period</b> |                 |                 |                 |
|   | <b>1,008</b>    | <b>1,109</b>    | <b>811</b>      |
| Revenue recognized during the period                | (1,703)         | (2,382)         | (1,176)         |
| New deferrals                                       | 1,764           | 2,281           | 1,474           |
| <b>Deferred contract fee at end of period</b>       | <b>\$ 1,069</b> | <b>\$ 1,008</b> | <b>\$ 1,109</b> |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**

(\$ amounts in thousands unless otherwise indicated)

**Note 5 – Receivables*****Commissions and Fees Receivable***

The Company had receivables of \$6,819, \$7,124, and \$10,368 outstanding as of December 31, 2022, 2021, and 2020, respectively, which were recognized within Commissions and fees receivable, net in the Statements of Financial Position. We predominantly become aware of commission and fee revenue when carriers provide confirmation of amounts owed and collection is highly probable. As such, we do not recognize a provision for credit losses on our commissions and fees receivable.

No single counterparty accounted for more than ten percent of our total commissions and fees receivable.

**Note 6 – Notes Receivable**

The Company offers notes to certain franchises, typically in conjunction with the sale of a new franchise. The notes have maturities that range between 16 months and 145 months. The aggregate balance of notes was \$1,926 as of December 31, 2022. This balance is included within current Notes Receivable, Net, and non-current Notes Receivable, Net in the Statements of Financial Position.

Interest income on the notes was \$118, \$61, and \$44 in 2022, 2021 and 2020 respectively. The weighted-average interest rate on outstanding notes receivable was 9.80% and 8.51% as of December 31, 2022, 2021, and December 31, 2020, 2021, respectively.

The following table summarizes the net carrying value of our notes receivable:

|                                   | <b>Current Portion of<br/>Notes Receivable</b> | <b>Non-Current<br/>Portion of Notes<br/>Receivables</b> | <b>Total Notes<br/>Receivable</b> |
|-----------------------------------|--|---|-----------------------------------|
| <b>Notes Receivable 2022</b>      | \$ 91  | \$ 1,835  | \$ 1,926                          |
| Allowance for Credit Losses 2022  | 26   | 527   | 553                               |
| <b>Notes Receivable, Net 2022</b> | <b>\$ 65</b>                                   | <b>\$ 1,308</b>   | <b>\$ 1,373</b>                   |

There was no allowance for credit losses for the years ending December 31, 2021, and 2020.

**Allowance for Credit Losses**

The following table summarizes changes to the carrying amount of the allowance for credit losses on notes receivable:

| <b>Rollforward of Allowance</b> | <b>2022</b>   |
|---------------------------------|---------------|
| Balance, beginning of year      | \$ 384        |
| Write-offs                      | (96)          |
| Recoveries                      | (23)          |
| Provision                       | 288           |
| <b>Balance, end of year</b>     | <b>\$ 553</b> |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Note 7 – Property and Equipment**

The following tables summarize the net carrying amount of property and equipment as of December 31, 2022, 2021, and 2020:

| <b>As of December 31, 2022</b> |                 |                                 |                            |
|--------------------------------|-----------------|---------------------------------|----------------------------|
| <b>Asset Class</b>             | <b>Cost</b>     | <b>Accumulated Depreciation</b> | <b>Net Carrying Amount</b> |
| Furniture and Fixtures         | \$ 227          | \$ 45                           | \$ 182                     |
| Office Equipment               | 24              | -                               | 24                         |
| Leasehold Improvements         | 1,672           | 210                             | 1,462                      |
| Software                       | 1,696           | 335                             | 1,361                      |
| Other                          | 27              | 1                               | 26                         |
| <b>Total</b>                   | <b>\$ 3,646</b> | <b>\$ 591</b>                   | <b>\$ 3,055</b>            |

| <b>As of December 31, 2021</b> |                 |                                 |                            |
|--------------------------------|-----------------|---------------------------------|----------------------------|
| <b>Asset Class</b>             | <b>Cost</b>     | <b>Accumulated Depreciation</b> | <b>Net Carrying Amount</b> |
| Furniture and Fixtures         | \$ 1,080        | \$ 616                          | \$ 464                     |
| Office Equipment               | 1,768           | 951                             | 817                        |
| Leasehold Improvements         | 2,141           | 199                             | 1,942                      |
| Software                       | 3,209           | 1,640                           | 1,569                      |
| Other                          | 35              | 9                               | 26                         |
| <b>Total</b>                   | <b>\$ 8,233</b> | <b>\$ 3,415</b>                 | <b>\$ 4,818</b>            |

| <b>As of December 31, 2020</b> |                 |                                 |                            |
|--------------------------------|-----------------|---------------------------------|----------------------------|
| <b>Asset Class</b>             | <b>Cost</b>     | <b>Accumulated Depreciation</b> | <b>Net Carrying Amount</b> |
| Furniture and Fixtures         | \$ 1,087        | \$ 508                          | \$ 579                     |
| Office Equipment               | 1,521           | 731                             | 790                        |
| Leasehold Improvements         | 2,138           | 140                             | 1,998                      |
| Software                       | 2,770           | 1,069                           | 1,701                      |
| Other                          | 34              | 2                               | 32                         |
| <b>Total</b>                   | <b>\$ 7,550</b> | <b>\$ 2,450</b>                 | <b>\$ 5,100</b>            |

Depreciation expenses for the years ended December 31, 2022, 2021, and 2020 was \$674, \$1,303, and \$1,016, respectively. Depreciation is calculated primarily using the straight-line method. The Company also disposed of property and equipment during the years ended December 31, 2022, 2021, and 2020 resulting in a gain (loss) on disposal of \$(138), \$(16) and \$7 which is included in general and administrative expenses on the Statement of Income. These disposals were generally due to obsolescence of fixed assets. In the year ended December 31, 2022, the Company recognized an impairment loss related to property, plant, and equipment of \$2,638.

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**

(\$ amounts in thousands unless otherwise indicated)

**Note 8 – Goodwill and Other Intangible Assets**

As of December 31, 2022, 2021, and 2020, the Company has recognized \$85 of goodwill. In accordance with the Company's goodwill policy as stated in Note 2, Summary of Significant Accounting Policies, the Company has evaluated the goodwill for impairment indicators and as of December 31, 2022, 2021, and 2020 the Company has not recognized any impairments in the acquired goodwill.

The following tables summarize the net carrying amount of finite-lived intangible assets as of December 31, 2022, 2021, 2020:

| <b>As of December 31, 2022</b>   |                 |                                     |                                |
|----------------------------------|-----------------|-------------------------------------|--------------------------------|
|                                  | <b>Cost</b>     | <b>Accumulated<br/>Amortization</b> | <b>Net Carrying<br/>Amount</b> |
| <b>Policyholder Relationship</b> | \$ <b>8,363</b> | \$ <b>4,460</b>                     | \$ <b>3,903</b>                |

| <b>As of December 31, 2021</b>   |                 |                                     |                                |
|----------------------------------|-----------------|-------------------------------------|--------------------------------|
|                                  | <b>Cost</b>     | <b>Accumulated<br/>Amortization</b> | <b>Net Carrying<br/>Amount</b> |
| <b>Policyholder Relationship</b> | \$ <b>7,048</b> | \$ <b>2,386</b>                     | \$ <b>4,662</b>                |

| <b>As of December 31, 2020</b>   |                 |                                     |                                |
|----------------------------------|-----------------|-------------------------------------|--------------------------------|
|                                  | <b>Cost</b>     | <b>Accumulated<br/>Amortization</b> | <b>Net Carrying<br/>Amount</b> |
| <b>Policyholder Relationship</b> | \$ <b>2,726</b> | \$ <b>1,987</b>                     | \$ <b>739</b>                  |

The Company recognized \$2,091, \$417, \$335 of amortization expense in the years ended December 31, 2022, 2021, and 2020, respectively. The estimated future amortization expense from finite-lived intangible assets, with weighted average remaining life of 2.77 years, as of December 31, 2022, follows:

| <b>Year</b>  | <b>Client<br/>Relationships</b> |
|--------------|---------------------------------|
| 2023         | \$ 585                          |
| 2024         | 534                             |
| 2025         | 493                             |
| 2026         | 424                             |
| 2027         | 406                             |
| Thereafter   | 1,462                           |
| <b>Total</b> | <b>\$ 3,903</b>                 |

## BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS

(\$ amounts in thousands unless otherwise indicated)

### Note 9 – Leases

The Company has various non-cancelable operating leases with various terms through December 31, 2029, primarily for office space and office equipment. None of these lease agreements impose restrictions on the Company's ability to pay dividends, engage in debt or equity financing transactions or enter into further lease agreements.

Operating lease liabilities and Right of Use ("ROU") assets are recognized at the lease commencement date based on the present value of the minimum lease payments over the lease term. The future lease payments are discounted at the risk-free rate. The ROU asset also includes any lease prepayments made, less any lease incentives received. Rent expense associated with operating leases is recognized on a straight-line basis over the lease term, and generally included in occupancy expense within General and administrative expense in the Statement of Income. The Company has elected to combine lease and non-lease components.

Total cash disbursements within the measurement of lease liabilities in the years ended December 31, 2022, 2021, and 2020, were \$101, \$1,071 and \$814, respectively. Total lease expense in the years ended December 31, 2022, 2021, and 2020 were \$1,149 \$1,163 and \$1,105, respectively. The following table summarizes information related to the Company's Current and Non-current Lease liabilities as of December 31, 2022, 2021, and 2020:

|  | December 31,<br>2022 | December 31,<br>2021 | December 31,<br>2020 |
|--|----------------------|----------------------|----------------------|
| Right-of-Use Asset                               | \$ 7,948             | \$ 9,060             | \$ 3,686             |
| Current Lease Liabilities                        | 946                  | 987                  | 883                  |
| Non-current Lease Liabilities                    | 7,051                | 8,079                | 2,859                |
| <b>Total Lease Liabilities</b>                   | <b>\$ 7,997</b>      | <b>\$ 9,066</b>      | <b>\$ 3,742</b>      |
| Weighted Average Remaining Lease Term (in years) | 6.97                 | 7.94                 | 4.00                 |
| Weighted Average Discount Rate                   | 1.34%                | 1.33%                | 0.35%                |

The following schedule summarizes the expected lease liability for future periods as of December 31, 2022:

| (End of year) | Amount   |
|---------------|----------|
| 2023          | \$ 7,051 |
| 2024          | 6,003    |
| 2025          | 4,906    |
| 2026          | 3,759    |
| 2027          | 2,560    |

As of December 31, 2022, the Company did not have any additional future operating lease commitments that were signed but had not yet commenced.

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Note 10 – Long-term Debt**

All of the Company’s debt is carried at outstanding principal balance, less debt issuance costs. The following table is a summary of the Company’s outstanding debt:

|   | <b>As of December 31,</b> |             |                  |
|---|---------------------------|-------------|------------------|
|   | <b>2022</b>               | <b>2021</b> | <b>2020</b>      |
| Term loan <sup>(1)(4)</sup>             | \$ -                      | \$ -        | \$ 25,875        |
| Revolving credit line <sup>(2)(4)</sup> | -                         | -           | 1,185            |
| PPP loan <sup>(3)</sup>                 | -                         | -           | 2,810            |
| Total debt                              | \$ -                      | \$ -        | \$ 29,870        |
| Less: current portion                   | -                         | -           | 2,810            |
| <b>Long-term debt</b>                   | <b>\$ -</b>               | <b>\$ -</b> | <b>\$ 27,060</b> |

<sup>(1)</sup> On October 31, 2018 the Company entered a term loan to borrow \$30 million. The note requires monthly principal payments of \$125 through October 30, 2019 and monthly principal payments of \$187.5 from November 30, 2019 through October 30, 2021 plus accrued and unpaid interest. And the note payment requires a balloon payment of \$20.5 million in October 2023. Interest is accrued at a fixed swap rate of 2.1% (4.58% at December 31, 2020) based on the leverage ratio of the Company. The note matures on October 31, 2023. The note is secured by substantially all of the Company’s assets and subject to both financial and non-financial covenants.

<sup>(2)</sup> During 2019, the Company obtained a \$5 million line of credit that matures in October 31, 2023. The purpose of the line of credit is to provide working capital and fund acquisitions. The line of credit accrues interest at 1-month LIBOR plus an interest rate of 2.1% (2.5% at December 31, 2020) based on the leverage ratio of the Company and is payable monthly. The line of credit is secured by substantially all of the Company’s assets and subject to both financial and non-financial covenants.

<sup>(3)</sup> On April 8, 2020 the Company received a PPP loan for \$2.81 million. In 2021 the Company applied for a waiver of the loan and it was granted on June 22, 2021, which resulted in a forgiveness of debt recognition of income for the full \$2.81 million loan amount. The Company did not accrue any interest on the loan in anticipation of getting it fully waived.

<sup>(4)</sup> On December 16, 2021, the debt held by the Company was distinguished as a result of the reorganization. The Term loan and revolving credit line is held by its Holding Company.

**Note 11 – Equity**

***Member’s Equity***

The Company has one class of membership units outstanding as of December 31, 2022, which are fully owned by Brightway Holdings, LLC.

On December 4, 2018, BWI amended and restated its articles of incorporation to, among other changes, increase the authorized capitalization of BWI to 500,000 shares of common stock and amend the par value per share from \$1 per share to \$0.001. As of December 31, 2020, BWI had 100,000 shares of common stock issued and outstanding at \$0.001 par value per share.

Pursuant to the BWI reorganization, all of the issued and outstanding shares of BWI’s common stock were canceled and replaced with 100,000 LLC Units.

***Management Capital Contributions***



## BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS

(\$ amounts in thousands unless otherwise indicated)

On November 23, 2022, Brightway Parent, LLC completed an offering of 180,000 Common Units to certain members of management at \$10 per unit. The proceeds from this issuance of \$1,800 were contributed to BWI, of which \$1,775 was received in cash and \$25 of which was recognized in connection with employee incentives.

### Note 12 – Equity-based Compensation

#### *Restricted Units*

Beginning in 2022, certain employees were granted Restricted Common Units in Brightway Parent, LLC. The Restricted Common Units vest upon a qualifying liquidation event. In 2022, 162,000 units were granted with a fair value per unit of \$9.32. All of those units were outstanding as of December 31, 2022; no units were forfeited in 2022.

#### *Time Vested Units*

Certain employees, directors, and advisors have been granted Time Vested Units in Brightway Parent LLC. Time vested units vest ratably over five years. In 2022, 1,017,735 Time Vested Units were issued. 377,576 Time Vested Units vested in 2022; no Time Vested Units were forfeited in 2022. As of December 31, 2022, 640,159 Time Vested Units were outstanding, the weighted average remaining service period, in years, for the Time Vested Units was 4.32 years.

#### *Performance Vested Units*

Certain employees, directors, and advisors have been granted Performance Vested Units in Brightway Parent LLC. Performance Vested units vest when certain investment return thresholds have been achieved upon the occurrence of a liquidity event. In 2022, 1,481,978 Performance Vested Units were issued; none were vested or forfeited. As of December 31, 2022, the weighted average remaining service period, in years, for the Performance Vested Units was 2.44 years.

In 2022, The company granted Restricted Common Units, Time Vested Units and Performance Vested Units for 162,000, 1,017,735, and 1481,978, respectively. The weighted average grant date fair value of the Restricted Common Units, Time Vested Units and Performance Vested Units was \$9.32, \$3.52, and \$2.44, respectively. The weighted average grant date fair value of total units granted was \$3.27 years.

The fair value of these grants was determined using the Black-Scholes option pricing model with the following assumptions and ranges:

|                          | Year 2022                  |                   |                             |
|--------------------------|----------------------------|-------------------|-----------------------------|
|                          | Restricted<br>Common Units | Time Vested Units | Performance<br>Vested Units |
| Time to Maturity (years) | 5                          | 5                 | 5                           |
| Volatility               | 45%                        | 45%               | 45%                         |
| Risk Free Rate           | 4%                         | 4%                | 4%                          |
| Dividend Yield           | 0%                         | 0%                | 0%                          |

The following table includes the equity-based compensation expense the Company realized during 2022. The table also presents the unrecognized equity-based compensation expense during 2022. No equity-based compensation was outstanding in periods prior to 2022.

| (in thousands)           | 2022                  |                         |
|--------------------------|-----------------------|-------------------------|
|                          | Recognized<br>Expense | Unrecognized<br>Expense |
| Restricted Common Units  | \$ -                  | \$ 1,510                |
| Time Vested Units        | 1,329                 | 2,253                   |
| Performance Vested Units | -                     | 3,619                   |
| <b>Total</b>             | <b>\$ 1,329</b>       | <b>\$ 7,382</b>         |

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Note 13 – Employee Benefit Plans and Long-Term Incentives**

***Defined Contribution Plan***

The Company offers a defined contribution retirement plan, the Members 401 (k) Advantage Plan (the “Plan”), to all eligible employees, based on a minimum of service hours in a year. Under the Plan, eligible employees may contribute a percentage of their compensation, subject to certain limitations. Further, the Plan authorizes the Company to make a discretionary matching contribution, which has historically equaled 100% of each eligible employees' contribution of up 3% of their compensation, and 50% on the next 2% of their compensation. The Company recognized expenses related to the discretionary matching contributions in the amount of \$367, \$333, \$327 in 2022, 2021, and 2020, respectively. Matching contributions are made throughout the year, and therefore there were no Company contributions accrued as of December 31, 2022, 2021 or 2020.

***Deferred Compensation Plan***

In connection with Brightway Parent LLC’s acquisition of the Brightway Holdings, LLC, the Company transferred \$806 into a newly formed rabbi trust. This amount fully funds long-term incentive obligations in place as of the acquisition in accordance with the plan’s applicable sunset provision. The vested portion of funds contributed into the rabbi trust are paid in twenty-four monthly installments once eligible participants qualify to receive such distributions.

The balance in the Rabbi trust on December 31, 2022, 2021, and 2020 is \$719, \$806, and \$0, respectively, and included in our statements of financial position.

**Note 14 – Fair Value Measurements**

Accounting standards establish a three-tier fair value hierarchy that priorities the inputs used in measuring the fair value as follows:

*Level 1.* Observative inputs such as quotes prices for identical assets in active markets;

*Level 2.* Inputs other than quoted prices for identical assets in active markets, that are observable either directly or indirectly; and

*Level 3.* Unobservable inputs in which there is little or no market data require the use of valuation technique and the development of assumptions.

The level in the fair value hierarchy within the fair value measurement is classified and determined based on the lowest level of input that is significant to the fair value measure in its entirety.

The carrying amount of financial assets and liabilities reported on the Statement of Financial Position for cash and cash equivalents, commissions and fees receivable - net, other current assets, and accounts payable and accrued liabilities approximate fair value because of the short-term duration of these instruments.

***Contingent Consideration***

Any contingent consideration arising upon an acquisition of a franchisee’s book of business is initially recorded as a component of the total consideration of acquisition at fair value with an offsetting liability in Non-Current Accounts Payable and Accrued Liabilities in the Statements of Financial Position. The fair value of these contingent consideration obligations is based on the present value of the future expected payments to be made to the sellers of the acquired book of business businesses in accordance with the provisions outlined in the respective purchase agreements, which is a Level 3 fair value measurement. In determining fair value, the Company estimates cash payments based on management’s financial projections of the performance of each acquired business relative to the formula specified by each purchase agreement.

***Liabilities Measured at Fair Value on a Recurring Basis***

The following fair value hierarchy table presents information about the Company’s liabilities measured at fair value on a recurring basis as of December 31, 2022:

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

|                                   | <b>As of December 31, 2022</b>  |  |  |
|-----------------------------------|---|--|--|
|                                   | <b>Quoted Prices in<br/>Active Markets<br/>for Identical<br/>Assets (Level 1)</b> | <b>Significant Other<br/>Observable Inputs<br/>(Level 2)</b> | <b>Significant<br/>Unobservable<br/>Inputs (Level 3)</b> |
| Contingent Purchase Consideration | -   | -  | 712  |
| <b>Total</b>                      | <b>\$ -</b>   | <b>\$ -</b>  | <b>\$ 712</b>  |

There were no assets or liabilities that were transferred between fair value hierarchy levels during the year ended December 31, 2022.

The following is a reconciliation of the beginning and ending balances for the Level 3 liabilities measured at fair value:

|   | <b>Contingent Purchase Consideration</b> |
|---|--|
| Balance as of January 1, 2022                   | \$ -                                     |
| Newly established liability due to acquisitions | 1,099                                    |
| Total losses (gains) included in earnings       | (110)                                    |
| Settlements                                     | (277)                                    |
| <b>Balance as of December 31, 2022</b>          | <b>\$ 712</b>                            |

**Note 15 – Commitments and Contingencies**

***Litigation***

From time to time the Company may be subject to claims and litigation. As of December 31, 2022, and as of the date of this report, the Company is not a party to material litigation.

***Errors and Omissions and Business Accommodations***

As an insurance broker, the Company has the potential for Errors and Omissions (“E&O”) risk if an insurance carrier with which the Company placed coverage denies coverage for a claim or pays less than the insured believes is the full amount owed. As a result, the Company from time to time seeks to resolve early in the process, through a commercial accommodation, certain matters to limit the economic exposure and reputational risk, including potential legal fees, created by a disagreement between a carrier and the insured.

The Company purchases insurance to provide protection from E&O liabilities that may arise during the ordinary course of business. As of December 31, 2022, 2021, and 2020, our E&O insurance provides aggregate coverage for E&O losses up to \$36,000 in excess of a \$30 retention per claim. The Company maintains self-insurance reserves for the Company’s retained portion of the E&O exposure that is not insured. The Company periodically determines a range of possible reserve levels using the best available information that relies heavily on projecting historical claims data into the future.

The reserve for these and other non-E&O claims and business accommodations in the Statement of Financial Position was \$163 and \$50 as of December 31, 2022, and December 31, 2021, respectively. The Company recognized \$73, \$90, and \$57 in E&O expense in 2022, 2021, and 2020, respectively. The historical claim and commercial accommodation data used to project the current reserve levels may not be indicative of future claim activity. Thus, the reserve levels could change in the future as more information becomes known, which could materially impact the amounts reported and disclosed herein.

**BRIGHTWAY INSURANCE, LLC 2022 FINANCIAL STATEMENTS**  
(\$ amounts in thousands unless otherwise indicated)

**Note 16 – Related Parties**

The Company has entered into various transactions and agreements with certain affiliates and related parties.

***Growth Curve Capital, L.P.***

Growth Curve Capital, L.P., and its subsidiaries (collectively, “Growth Curve”) own the controlling stake of the outstanding units of Brightway Parent, LLC. Growth Curve provides advisory and management services to the Company. In exchange for these services, we have recognized \$1,237 of expense in 2022. We did not recognize any monitoring fees in 2021 and 2020.

Growth Curve has voluntarily deferred settlement of these fees. As of December 31, 2022, and December 31, 2021, outstanding fees payable to Growth Curve were \$1,291 and \$54, respectively.

We reimburse employees of Growth Curve for travel and sundry expenses incurred for their board service and advisory work. In 2022, we reimbursed Growth Curve \$70 for such expenses.

***Brightway Founders***

David Miller and Michael Miller (“Founders, who founded Brightway, continue to serve on the Company’s Board). Indirectly, they own the minority stake of the outstanding units of Brightway Parent, LLC. In exchange for their service, we have recognized \$880 of expense in 2022. We did not recognize any expenses in 2021 and 2020.

Separately, the Founders own the office building from which we lease our headquarters. We recognized \$1,149, \$1,133, and \$897 of lease expense in 2022, 2021, and 2020 for our headquarters lease.

***First City Insurers, LLC***

Our parent company, Brightway Holdings, LLC, owns 100.0% of First City Insurers, LLC (“FCI”). FCI acts as a surplus lines broker and has limited delegated underwriting authority, allowing our agents and the agents of our franchisees to place business with specialty and non-admitted insurance carriers. These insurance carriers remunerate FCI directly for these services, typically based on the premium or policy volume placed through our agents and the agents of our franchisees. In 2022, FCI recognized \$4,478 of revenue associated with placements controlled by the Company.

We employ certain individuals that operate FCI and recharge those costs to FCI. In 2022, the Company recognized \$455 of revenue reported within other revenues and an equivalent amount of expense within General and administrative expense within these Financial Statements.

\* \* \* \* \*

**EXHIBIT B:**  
**FRANCHISE AGREEMENT**

**BRIGHTWAY INSURANCE, LLC FRANCHISE AGREEMENT**  
**TABLE OF CONTENTS**

|   |          |
|---|----------|
| <b>1. DEFINITIONS .....</b>                                       | <b>2</b> |
| <b>2. GRANT OF FRANCHISE .....</b>                                | <b>4</b> |
| A) GRANT.....   | 4        |
| B) NO RIGHT TO OPERATE ADDITIONAL LOCATIONS.....                  | 4        |
| C) NON-EXCLUSIVITY OF GRANT .....                                 | 5        |
| D) RESERVED RIGHTS.....   | 5        |
| <b>3. TERM AND RENEWAL .....</b>                                  | <b>5</b> |
| A) INITIAL TERM.....  | 5        |
| B) RENEWAL .....  | 5        |
| <b>4. INITIAL FEE PAYABLE BY FRANCHISEE .....</b>                 | <b>5</b> |
| <b>5. BRIGHTWAY’S OBLIGATIONS.....</b>                            | <b>6</b> |
| A) PRIOR TO COMMENCING OPERATIONS OF BRIGHTWAY LOCATION .....     | 6        |
| i. <i>Location Approval</i> .....                                 | 6        |
| ii. <i>Fixtures/Furnishings</i> .....                             | 6        |
| iii. <i>Initial Training Program</i> .....                        | 6        |
| iv. <i>Access to Proprietary Materials</i> .....                  | 7        |
| v. <i>Brightway Technology Specifications</i> .....               | 7        |
| vi. <i>Web Presence</i> .....                                     | 7        |
| vii. <i>Commencing Operations of the Brightway Location</i> ..... | 7        |
| B) AFTER COMMENCING OPERATIONS OF THE BRIGHTWAY LOCATION.....     | 7        |
| i. <i>Store Standards</i> .....                                   | 7        |
| ii. <i>Marketing Support</i> .....                                | 7        |
| iii. <i>Business Consulting</i> .....                             | 7        |
| iv. <i>Group Purchasing</i> .....                                 | 7        |
| C) GENERAL .....  | 7        |
| i. <i>Access to Contracted Companies</i> .....                    | 7        |
| ii. <i>Engagement Center</i> .....                                | 8        |
| iii. <i>Policy Documentation</i> .....                            | 8        |
| iv. <i>Errors &amp; Omissions Insurance</i> .....                 | 8        |
| v. <i>Access to Client Records</i> .....                          | 8        |
| vi. <i>Communication About Brightway Location</i> .....           | 8        |
| <b>6. FRANCHISEE’S OBLIGATIONS.....</b>                           | <b>8</b> |
| A) PRIOR TO COMMENCING OPERATIONS.....                            | 9        |
| i. <i>Proposed Site</i> .....                                     | 9        |
| ii. <i>Plans and Specifications</i> .....                         | 9        |
| iii. <i>Permits and Certifications</i> .....                      | 9        |
| iv. <i>Lease Agreement</i> .....                                  | 9        |
| v. <i>Fixtures and Furnishings</i> .....                          | 9        |
| vi. <i>Store Signage</i> .....                                    | 10       |
| vii. <i>Telephone Number</i> .....                                | 10       |
| viii. <i>Completion of Buildout</i> .....                         | 10       |
| ix. <i>Completion of Business Planning and Training</i> .....     | 10       |
| x. <i>Required Licenses</i> .....                                 | 10       |
| xi. <i>Authorization to Open</i> .....                            | 10       |
| B) ONGOING COMPLIANCE.....  | 10       |
| i. <i>Maintaining Store Standards</i> .....                       | 10       |

|       |  |    |
|-------|--|----|
| ii.   | <i>Exclusive Use of the Premises</i> .....                         | 11 |
| iii.  | <i>Appearance of the Store</i> .....                               | 11 |
| iv.   | <i>Maintaining Brightway Standards</i> .....                       | 11 |
| v.    | <i>Maintaining Licenses and Other Required Documentation</i> ..... | 11 |
| vi.   | <i>Premises Upkeep</i> .....                                       | 11 |
| vii.  | <i>Vendor Payments</i> .....                                       | 11 |
| viii. | <i>Business Hours</i> .....  | 11 |
| ix.   | <i>Staffing</i> .....  | 11 |
| x.    | <i>Additional Training</i> .....                                   | 12 |
| xi.   | <i>Responding to Customer Inquiries</i> .....                      | 12 |
| xii.  | <i>Deviation of Specifications</i> .....                           | 12 |
| xiii. | <i>Relocating the Brightway Location</i> .....                     | 12 |
| xiv.  | <i>Maintaining Technology Specifications</i> .....                 | 12 |

**7. ADDITIONAL FRANCHISEE OBLIGATIONS ..... 13**

|    |  |    |
|----|--|----|
| A) | INSURANCE AGENCY ACTIVITIES.....                                     | 13 |
| B) | MAINTAIN EXCLUSIVITY TO BRIGHTWAY AND THE CONTRACTED COMPANIES.....  | 13 |
| C) | APPROVED VENDORS.....  | 13 |
| D) | NON-APPROVED VENDORS.....  | 14 |
| E) | MAINTAINING REQUIRED HARDWARE AND SOFTWARE.....                      | 14 |
| F) | WEB PRESENCE.....  | 15 |
| G) | INTERNET PRESENCE ONLY AS ASSIGNED.....                              | 15 |
| H) | OWNERSHIP OF URLS.....   | 15 |
| I) | DATA SECURITY.....   | 15 |
| J) | LICENSES AND APPROVED ACTIVITY.....                                  | 15 |
| K) | ADDITIONAL STAFF.....  | 16 |
| L) | AUTHORIZED PRODUCTS AND SERVICES.....                                | 16 |
| M) | CLIENT ACCOUNT OWNERSHIP AND TRANSITIONING ANY EXISTING CLIENTS..... | 16 |
| N) | PAYMENT OF FUNDS/FORWARDING OF COMMUNICATIONS.....                   | 16 |
| O) | DELIVERY OF POLICY APPLICATIONS.....                                 | 16 |
| P) | COMPLIANCE WITH LAWS AND CONTRACTED COMPANY REQUIREMENTS .....       | 16 |
| Q) | BEST EFFORTS.....  | 17 |
| R) | REPORTING LEGAL OR REGULATORY ISSUES.....                            | 17 |
| S) | FINANCIAL REPORTS.....   | 17 |
| T) | MAINTAINING GAAP FINANCIAL RECORDS.....                              | 17 |
| U) | MAINTAINING WORKING CAPITAL .....                                    | 18 |
| V) | FRANCHISEE’S STAFF AND ONGOING COMPLIANCE.....                       | 18 |

**8. COMPENSATION AND OTHER FEES ..... 18**

|    |   |    |
|----|---|----|
| A) | NEW BUSINESS.....   | 18 |
| B) | RENEWAL BUSINESS.....   | 18 |
| C) | RETAIL AGENCY CONVERSION FEE. ....  | 18 |
| D) | FINANCED RETAIL AGENCY CONVERSION FEE. ....   | 19 |
| E) | POLICY AND AGENCY FEES.....   | 19 |
| F) | WHEN NEW AND RENEWAL PAYMENTS STOP .....  | 19 |
| G) | SHARED EXPENSES.....  | 19 |
| H) | PAYMENTS ARE MADE ELECTRONICALLY.....   | 19 |
| I) | POLICIES FOR WHICH PAYMENT WILL NOT BE MADE.....  | 20 |
| J) | BRIGHTWAY SALES COMMISSIONS FOR RETAIL AGENCY FRANCHISEES CONTINUING TO OPERATE WITHOUT A RETAIL SPACE..... | 20 |
| K) | NATIONAL ACCOUNT CUSTOMERS.....   | 20 |

**9. LICENSED MARKS ..... 20**

|    |   |    |
|----|---|----|
| A) | BRIGHTWAY OWNS THE LICENSED MARKS.....  | 20 |
| B) | UNAUTHORIZED USE OF LICENSED MARKS..... | 20 |

|            |  |           |
|------------|--|-----------|
| C)         | LITIGATION RELATED TO THE LICENSED MARKS.....                                      | 21        |
| D)         | FRANCHISEE’S USE OF THE MARKS.....   | 21        |
| E)         | NEW, MODIFIED OR REPLACEMENT MARKS.....  | 21        |
| F)         | USE OF OTHER MARKS.....  | 22        |
| <b>10.</b> | <b>CONFIDENTIAL OPERATING MANUAL AND CONFIDENTIAL INFORMATION .....</b>            | <b>22</b> |
| A)         | CONFIDENTIAL OPERATING MANUAL ON LOAN TO FRANCHISEE.....                           | 22        |
| B)         | CONFIDENTIAL OPERATING MANUAL MODIFICATIONS.....                                   | 22        |
| C)         | MOST CURRENT VERSION OF THE CONFIDENTIAL OPERATING MANUAL .....                    | 22        |
| D)         | NONDISCLOSURE OF CONFIDENTIAL INFORMATION.....                                     | 22        |
| E)         | MAINTAINING POSITIVE GOODWILL.....   | 23        |
| F)         | NEW CONCEPTS.....  | 23        |
| <b>11.</b> | <b>MARKETING AND ADVERTISING .....</b>   | <b>23</b> |
| A)         | LOCAL ADVERTISING MATERIALS.....   | 23        |
| B)         | ADVERTISING REQUIREMENTS. FRANCHISEE IS REQUIRED TO.....                           | 23        |
| i.         | <i>List Brightway Location in Local and Online Directories .....</i>               | <i>23</i> |
| ii.        | <i>Maintain Required Promotional Materials .....</i>                               | <i>24</i> |
| iii.       | <i>Use Approved Business Stationery .....</i>                                      | <i>24</i> |
| iv.        | <i>Use Phone Numbers and Internet Addresses. ....</i>                              | <i>24</i> |
| C)         | ALL PROMOTIONAL/MARKETING/ADVERTISING MATERIALS MUST BE PRE-APPROVED.....          | 24        |
| D)         | ADVERTISING FUND. ....   | 24        |
| i.         | <i>Brightway’s Use of Advertising Fund .....</i>                                   | <i>24</i> |
| ii.        | <i>Surveys .....</i>   | <i>25</i> |
| iii.       | <i>Reimbursement of Reasonable Costs and Overhead .....</i>                        | <i>25</i> |
| iv.        | <i>Brightway’s Contribution to the Fund.....</i>                                   | <i>25</i> |
| v.         | <i>Advertising Fund Statements .....</i>   | <i>25</i> |
| E)         | LOCAL ADVERTISING REQUIREMENT.....   | 25        |
| F)         | OPENING ADVERTISING PROGRAM .....  | 25        |
| G)         | CO-OP ADVERTISING AND OTHER MARKETING PROGRAMS.....                                | 25        |
| H)         | REQUIREMENT TO USE ONLY BRIGHTWAY-ASSIGNED WEBSITE AND URL .....                   | 26        |
| I)         | MARKETING REPRESENTATIVES MUST BE PRE-APPROVED.....                                | 26        |
| J)         | DISPLAYS AT THE PREMISES.....  | 26        |
| <b>12.</b> | <b>COVENANTS .....</b>   | <b>27</b> |
| A)         | IN-TERM NON-COMPETE .....  | 27        |
| B)         | POST-TERM NON-COMPETE.....   | 27        |
| C)         | IN-TERM NON-SOLICITATION OF CUSTOMERS.....   | 27        |
| D)         | POST-TERM NON-SOLICITATION OF CUSTOMERS .....                                      | 27        |
| E)         | MAINTAIN CONFIDENTIALITY; STAFF CONFIDENTIALITY AGREEMENTS .....                   | 28        |
| F)         | COVENANTS ARE INDEPENDENT OF OTHER COVENANTS OR PROVISIONS OF THIS AGREEMENT ..... | 28        |
| <b>13.</b> | <b>TRANSFER AND ASSIGNMENT .....</b>   | <b>28</b> |
| A)         | BRIGHTWAY’S RIGHT TO TRANSFER.....   | 28        |
| B)         | TRANSFERS REQUIRE PRIOR WRITTEN APPROVAL.....                                      | 28        |
| C)         | BRIGHTWAY’S RIGHT OF FIRST REFUSAL IN THE EVENT OF ANY TRANSFER .....              | 29        |
| D)         | FRANCHISEE’S INCAPACITATION .....  | 29        |
| E)         | CONSENT TO TRANSFER.....   | 30        |
| i.         | <i>Transferee Must be Approved .....</i>   | <i>30</i> |
| ii.        | <i>Terms are Commercially Reasonable .....</i>                                     | <i>30</i> |
| iii.       | <i>Franchisee’s Obligations are Satisfied .....</i>                                | <i>30</i> |
| iv.        | <i>Transferee Obligations are Satisfied .....</i>                                  | <i>30</i> |
| v.         | <i>Requirements for Transfer .....</i>   | <i>30</i> |
| F)         | ONE-TIME TRANSFER TO LEGAL ENTITY WHOLLY OWNED BY INDIVIDUAL FRANCHISEE.....       | 31        |



|            |   |           |
|------------|---|-----------|
| G)         | BRIGHTWAY’S CONSENT TO TRANSFER.....  | 31        |
| H)         | ASSIGNMENT OF INTERESTS.....  | 32        |
| I)         | RESTRICTION ON FRANCHISEE STOCK.....  | 32        |
| J)         | RIGHT TO COMPENSATION FOLLOWING TRANSFER.....   | 32        |
| K)         | GIFTING THE FRANCHISE.....  | 32        |
| L)         | FOLLOWING THE GIFTING OF A FRANCHISE.....   | 32        |
| <b>14.</b> | <b>ADDITIONAL REPRESENTATIONS AND WARRANTIES .....</b>  | <b>33</b> |
| A)         | DULY ORGANIZED.....   | 33        |
| B)         | AGREEMENT DOESN’T VIOLATE OTHER OBLIGATIONS TO THIRD PARTIES.....                             | 33        |
| C)         | ALL APPLICABLE LICENSING LAWS/REGULATIONS MUST BE FOLLOWED.....                               | 33        |
| D)         | NOTIFY BRIGHTWAY OF ANY AND ALL LITIGATION.....   | 33        |
| E)         | NOTIFY BRIGHTWAY OF ANY AND ALL INVESTIGATIONS.....   | 33        |
| F)         | AUTHORITY TO ENTER INTO THIS AGREEMENT.....   | 33        |
| G)         | ADHERENCE TO ANTI-TERRORISM LAWS.....   | 34        |
| <b>15.</b> | <b>DEFAULT AND TERMINATION .....</b>  | <b>34</b> |
| A)         | AUTOMATIC TERMINATION.....  | 34        |
| i.         | <i>Voluntary Bankruptcy</i> .....   | 34        |
| ii.        | <i>Involuntary Bankruptcy</i> .....   | 34        |
| iii.       | <i>Unauthorized Transfer</i> .....  | 34        |
| B)         | WITH NOTICE AND WITHOUT OPPORTUNITY TO CURE.....  | 34        |
| i.         | <i>Criminal Acts</i> .....  | 35        |
| ii.        | <i>Fraud</i> .....  | 35        |
| iii.       | <i>Misrepresentation</i> .....  | 35        |
| iv.        | <i>Failure to Complete Training</i> .....   | 35        |
| v.         | <i>Repeated Breaches</i> .....  | 35        |
| vi.        | <i>Breach of Other Agreements</i> .....   | 35        |
| vii.       | <i>Misuse of the Licensed Marks or Confidential Information</i> .....                         | 35        |
| viii.      | <i>Violation of Health or Safety Law</i> .....  | 35        |
| ix.        | <i>Violation of In-term Restrictive Covenant</i> .....  | 35        |
| x.         | <i>Liens</i> .....  | 35        |
| xi.        | <i>Insolvency</i> .....   | 35        |
| xii.       | <i>Abandonment</i> .....  | 35        |
| xiii.      | <i>Unauthorized Products or Services</i> .....  | 35        |
| xiv.       | <i>Unauthorized Contracted Company Appointment</i> .....                                      | 35        |
| xv.        | <i>Failure to Maintain Insurance</i> .....  | 36        |
| xvi.       | <i>Violation of Insurance Law or Government Actions</i> .....                                 | 36        |
| xvii.      | <i>Misuse of Assets or Information</i> .....  | 36        |
| xviii.     | <i>Anti-Terrorist Activities</i> .....  | 36        |
| xix.       | <i>Unauthorized Relocation</i> .....  | 36        |
| xx.        | <i>Contracted Companies</i> .....   | 36        |
| xxi.       | <i>Failure to Submit Financial Reports</i> .....  | 36        |
| xxii.      | <i>Other Conduct Reflecting Adversely on System</i> .....                                     | 36        |
| xxiii.     | <i>Failure to Open</i> .....  | 36        |
| xxiv.      | <i>Proprietary Software</i> .....   | 36        |
| C)         | UPON 15 DAYS’ NOTICE TO CURE.....   | 36        |
| i.         | <i>Nonpayment</i> .....   | 36        |
| ii.        | <i>Endorsement of Checks</i> .....  | 36        |
| iii.       | <i>Interruption of Service</i> .....  | 36        |
| iv.        | <i>Failure to Personally Supervise Business Operations or Employ Adequate Personnel</i> ..... | 36        |
| v.         | <i>Quality Control</i> .....  | 37        |
| vi.        | <i>Licenses and Permits</i> .....   | 37        |
| vii.       | <i>Using Unauthorized Vendors</i> .....   | 37        |

|            |   |           |
|------------|---|-----------|
| D)         | UPON 30 DAYS' NOTICE TO CURE.....                                 | 37        |
| E)         | STEP-IN RIGHTS.....   | 37        |
| F)         | NON-WAIVER.....   | 37        |
| G)         | NOTICE.....   | 37        |
| <b>16.</b> | <b>POST-TERM RIGHTS AND OBLIGATIONS .....</b>                     | <b>37</b> |
| A)         | FRANCHISEE'S OBLIGATIONS.....                                     | 37        |
| i.         | <i>Cease All Operations</i> .....                                 | 37        |
| ii.        | <i>Pay Outstanding Debt</i> .....                                 | 38        |
| iii.       | <i>Discontinue Use of Licensed Marks</i> .....                    | 38        |
| iv.        | <i>Discontinue Use of Proprietary Materials</i> .....             | 38        |
| v.         | <i>Discontinue and Redirect All Listings</i> .....                | 38        |
| vi.        | <i>Remove All Signage</i> .....                                   | 38        |
| vii.       | <i>Cease Identifying as Brightway</i> .....                       | 38        |
| viii.      | <i>Cease Using Trade Name</i> .....                               | 38        |
| ix.        | <i>Allow Brightway to Perform Final Inspection of Books</i> ..... | 38        |
| x.         | <i>Comply with Post-Termination Covenants</i> .....               | 38        |
| xi.        | <i>Cease Using Methods</i> .....                                  | 38        |
| xii.       | <i>Perform all Offboarding Duties</i> .....                       | 38        |
| xiii.      | <i>Surrender Customer Information</i> .....                       | 38        |
| xiv.       | <i>Forward Correspondence</i> .....                               | 38        |
| xv.        | <i>Obtain E&amp;O Tail Policy</i> .....                           | 39        |
| xvi.       | <i>Vacate Premises</i> .....                                      | 39        |
| xvii.      | <i>Execute a General Release</i> .....                            | 39        |
| B)         | POWER OF ATTORNEY.....  | 39        |
| C)         | OPTION TO PURCHASE PERSONAL PROPERTY.....                         | 39        |
| D)         | DAMAGES, COSTS, AND EXPENSES.....                                 | 39        |
| <b>17.</b> | <b>POST-TERM EXTENDED EARNINGS .....</b>                          | <b>40</b> |
| A)         | ELIGIBILITY FOR POST-TERM EXTENDED EARNINGS.....                  | 40        |
| B)         | CALCULATING POST-TERM EXTENDED EARNINGS.....                      | 40        |
| C)         | WHEN POST-TERM EXTENDED EARNINGS ARE PAID.....                    | 40        |
| D)         | BRIGHTWAY TO PROVIDE CALCULATIONS.....                            | 40        |
| E)         | FIRST RECALCULATION.....  | 40        |
| F)         | SECOND RECALCULATION.....   | 40        |
| i.         | <i>Example</i> .....  | 41        |
| G)         | WHEN POST-TERM EXTENDED EARNINGS TERMINATE.....                   | 41        |
| <b>18.</b> | <b>INSURANCE .....</b>  | <b>41</b> |
| A)         | REQUIRED INSURANCE POLICIES.....                                  | 41        |
| B)         | CERTIFICATES OF INSURANCE ON FILE WITH BRIGHTWAY.....             | 42        |
| C)         | FRANCHISEE'S LIABILITY TO BRIGHTWAY.....                          | 42        |
| D)         | BRIGHTWAY'S OPTION TO FORCE PLACE.....                            | 42        |
| <b>19.</b> | <b>TAXES, PERMITS, INDEBTEDNESS, COMPLIANCE WITH LAWS .....</b>   | <b>42</b> |
| A)         | FRANCHISEE RESPONSIBLE FOR TIMELY PAYMENT OF ALL TAXES DUE.....   | 42        |
| B)         | COMPLIANCE WITH LAWS, RULES AND REGULATIONS REQUIRED.....         | 42        |
| C)         | FRANCHISEE RESPONSIBLE FOR ALL DEBTS AND OBLIGATIONS.....         | 42        |
| <b>20.</b> | <b>INDEPENDENT CONTRACTOR AND INDEMNIFICATION .....</b>           | <b>43</b> |
| A)         | INDEPENDENT CONTRACTOR RELATIONSHIP.....                          | 43        |
| B)         | INDEMNIFICATION.....  | 43        |
| C)         | SURVIVABILITY.....  | 44        |

|            |  |           |
|------------|--|-----------|
| <b>21.</b> | <b>WRITTEN APPROVALS, WAIVERS, FORMS OF AGREEMENT AND A AMENDMENT .....</b>                  | <b>44</b> |
| A)         | WRITTEN REQUEST FOR BRIGHTWAY’S APPROVAL.....  | 44        |
| B)         | NON-WAIVER .....   | 44        |
| C)         | AGREEMENTS MAY VARY .....  | 44        |
| D)         | AMENDMENT.....   | 44        |
| <b>22.</b> | <b>ENFORCEMENT .....</b>   | <b>44</b> |
| A)         | BRIGHTWAY’S ACCESS TO FRANCHISEE’S BRIGHTWAY LOCATION AND RECORDS.....                       | 44        |
| B)         | TEMPORARY OR PERMANENT INJUNCTIONS.....  | 44        |
| <b>23.</b> | <b>NOTICES .....</b>   | <b>45</b> |
| A)         | NOTICES IN WRITING, HOW TO DELIVER.....  | 45        |
| B)         | NOTICES TO BRIGHTWAY .....   | 45        |
| C)         | NOTICES TO OTHERS.....   | 45        |
| D)         | EFFECTIVE NOTICE REQUIREMENTS.....   | 45        |
| <b>24.</b> | <b>GOVERNING LAW AND DISPUTE RESOLUTION.....</b>   | <b>46</b> |
| A)         | AGREEMENT GOVERNED BY FLORIDA LAW .....  | 46        |
| B)         | INTERNAL DISPUTE RESOLUTION.....   | 46        |
| C)         | NON-BINDING MEDIATION FOLLOWING INTERNAL DISPUTE RESOLUTION.....                             | 46        |
| D)         | JURISDICTION AND VENUE.....  | 46        |
| E)         | SERVICE OF PROCESS.....  | 47        |
| F)         | TIMEFRAME IN WHICH ACTION MAY BE BROUGHT.....  | 47        |
| G)         | NOTICE OF VIOLATION OR BREACH .....  | 47        |
| H)         | THIRD PARTY BENEFICIARIES.....   | 47        |
| I)         | RIGHT TO CERTAIN CLAIMS WAIVED.....  | 47        |
| J)         | BRIGHTWAY SOLELY RESPONSIBLE .....   | 47        |
| K)         | RIGHTS WAIVED TO TRIAL BY JURY.....  | 47        |
| <b>25.</b> | <b>MISCELLANEOUS .....</b>   | <b>48</b> |
| A)         | SEVERABILITY.....  | 48        |
| B)         | AGREEMENT MAY BE EXECUTED IN TWO OR MORE COUNTERPARTS; ELECTRONIC SIGNATURES PERMITTED ..... | 48        |
| C)         | HEADINGS AND CAPTIONS FOR REFERENCE ONLY.....  | 48        |
| D)         | PROVISIONS SURVIVE AGREEMENT .....   | 48        |
| E)         | PARTIES AGREE TO SIGN ADDITIONAL DOCUMENTS WHEN NECESSARY.....                               | 48        |
| F)         | FRANCHISEE UNDERSTANDS AGREEMENT.....  | 48        |
| G)         | TERMS ARE BINDING .....  | 48        |
| H)         | TIME IS OF THE ESSENCE.....  | 49        |
| I)         | EXHIBITS AND SCHEDULES ARE INCORPORATED.....   | 49        |
| J)         | PAYMENT OF ATTORNEYS’ FEES .....   | 49        |
| K)         | FORCE MAJEURE.....   | 49        |
| L)         | BRIGHTWAY ENTITLED TO SETOFF .....   | 49        |
| M)         | THIS AGREEMENT MAY HAVE SPECIAL STIPULATIONS.....  | 49        |
| N)         | BRIGHTWAY MAY MAKE CHANGES TO THE BRIGHTWAY SYSTEM.....                                      | 49        |
| O)         | REASONABLE BUSINESS JUDGMENT DEFINITION .....  | 49        |
| P)         | TERMS MAY BE PLURAL, SINGULAR, MALE, FEMALE OR GENDER NEUTRAL.....                           | 50        |
| Q)         | TERMS THAT REFER TO THE ENTIRE AGREEMENT .....   | 50        |
| R)         | BRIGHTWAY MAY BE ASSISTED BY OTHERS IN FULFILLING THIS AGREEMENT.....                        | 50        |
| <b>26.</b> | <b>ACKNOWLEDGEMENTS .....</b>  | <b>50</b> |

## **Exhibits**

Exhibit 1: Guaranty of Franchisee's Undertakings

Exhibit 2: Data Sheet and Acknowledgements

Exhibit 3: Special Stipulations

Exhibit 4: Site Selection Addendum

Exhibit 5: Spousal Confidentiality and Non-Competition Agreement

Exhibit 6: Conditional Assignment of Franchisee's Telephone Numbers, Facsimile Numbers and Domain Names

Exhibit 7: Electronic Funds Transfer and Deposit Authorization

## FRANCHISE AGREEMENT



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This **BRIGHTWAY INSURANCE, LLC FRANCHISE AGREEMENT** (the “**Agreement**”) is made and entered into as of \_\_\_\_\_ (the “**Effective Date**”), by and between **BRIGHTWAY INSURANCE, LLC**, a Florida limited liability company with an address at 3733 University Boulevard West, Suite 100, Jacksonville, Florida 32217 (“**Brightway**”), and \_\_\_\_\_, a \_\_\_\_\_ with an address at \_\_\_\_\_ (“**Associate Agency Owner**” or “**Franchisee**”). The majority owner of Franchisee shall be recognized as the “**Controlling Interest**” of Franchisee, as set forth in **Exhibit 2**.

### Recitals

- a) Brightway owns or has the right to license certain trade names, trademarks, service marks and/or indicia of origin identified in Item 13 of Brightway’s current form of franchise disclosure document, as well as such other marks as may be designated by Brightway (the “**Licensed Marks**”), the distinctiveness and value of which are acknowledged by Franchisee.
- b) In connection therewith, Brightway is engaged in the business of licensing others the right to use the Licensed Marks to operate Brightway Insurance stores (individually referred to as a “**Brightway Location**” and collectively referred to as “**System Locations**”) that primarily engage in the business of selling, procuring and servicing property and casualty insurance policies, but that may also offer certain other insurance products and services to their clients.
- c) Brightway has also developed a unique system for the establishment and operation of System Locations, which system includes, but is not limited to, assistance in site evaluation, marketing, advertising, sales and promotional techniques, training, data analytics, customer service, accounting and record-keeping methods, and other matters relating to the operation and promotion of System Locations (the “**Brightway System**”), all of which are designed to enhance the reputation and goodwill of the System Locations.
- d) Franchisee has investigated and become familiar with the Brightway System, and desires, within the terms and conditions set forth herein, to undertake the obligation to: (i) obtain a license to establish and operate a Brightway Location at a location approved by Brightway; (ii) use the Licensed Marks and the Brightway System in connection with the operation of the Brightway Location; and (iii) derive the business benefits of the Brightway System. Brightway is willing, within the terms and conditions set forth herein, to license Franchisee the right to operate a Brightway Location leveraging the Brightway System.

NOW, THEREFORE, for and in consideration of the above Recitals, the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Brightway and Franchisee agree as follows:

## 1. Definitions

**“Affiliate”** shall mean, with respect to any entity, any natural person or firm, corporation, partnership, limited liability company, association, trust or other entity which controls, is controlled by, or is under common control with, the subject entity; a natural person or entity which controls an Affiliate under the foregoing shall also be deemed to be an Affiliate of such entity. For purposes hereof, the term “control” shall mean 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.

**“Agent of Record”** or **“AOR”** shall mean the person or entity designated on a Contracted Company’s records as the agent or representative of a specific Policy and the owner of all commissions paid thereon.

**“Brightway Sales Commissions”** shall mean commissions paid by the Contracted Companies to Brightway. The parties acknowledge and agree that the Brightway Sales Commissions are based upon Commissionable Premiums.

**“Brightway Sales Commissions Paid to Franchisee”** shall mean commissions paid by the Contracted Companies to Brightway and due to Franchisee for the sale or renewal of a specific policy.

**“Brightway Technology Specifications”** shall mean Brightway’s prescribed technology that suits the unique needs of System Locations and thereby is now a key feature of the Brightway System. The components that make up Brightway Technology Specifications are subject to change at any time at Brightway’s discretion.

**“Brightway Web Presence”** shall mean Brightway’s web presence in its entirety including, without limitation, Brightway’s corporate sites, the Brightway Location’s sites, the sites of other System Locations, and any Brightway-related social media presence.

**“Client Account”** shall mean any and all information relating to a person who, or an entity that, has considered purchasing a Policy, is currently a customer, or has previously purchased a Policy from Brightway through any System Location. All Client Accounts shall be owned exclusively by Brightway, and not by Franchisee.

**“Commissionable Premiums”** shall mean that portion of the gross premiums upon which each Contracted Company will pay Brightway the Brightway Sales Commissions.

**“Confidential Information”** shall mean Brightway’s proprietary and confidential information relating to the Brightway System and the development and operation of System Locations, including, but not limited to: (i) site selection criteria for System Locations and plans and specifications for the development of System Locations; (ii) sales, marketing and advertising programs and techniques for System Locations; (iii) information about Contracted Companies, other suppliers, and knowledge of specifications and pricing for authorized products, supplies and equipment; (iv) methods of management of System Locations; (v) Brightway Technology Specifications and other information regarding computer systems and software programs, including the

Internet-based Agency Management System; (vi) the Confidential Operating Manual; (vii) lists of Client Accounts and client prospects; (viii) policy expiration lists, and (ix) all other Client Account records, documents and information.

**“Confidential Operating Manual”** shall mean Brightway’s proprietary document containing policies and procedures for operation of the Brightway Location, as Brightway may change from time to time in its sole discretion.

**“Contracted Companies”** shall mean: (i) insurance companies issuing, brokering, selling or making a market for Policies, which have a current contract with Brightway; and (ii) any other company with which Brightway may contract with in the future to provide products and services available for sale through System Locations or through Brightway.

**“Controlling Interest”** shall mean the individual with ownership of at least fifty-one percent (51%) of the outstanding capital stock or other equity interests in Franchisee. A Primary Contact must be named by Franchisee and specified in **Exhibit 2**. In instances in which there is no Controlling Interest (no one person with 51% ownership), references to Controlling Interest in this Agreement will refer to Franchisee’s Primary Contact.

**“Designated Agency Principal”** or **“DAP”** shall mean the person specified in **Exhibit 2** of this Agreement, who shall be an individual appointed by Franchisee, who: (i) has been licensed by all applicable governmental and other regulatory authorities; (ii) successfully completes all of the training required pursuant to the terms of this Agreement; and (iii) is approved in writing by Brightway. Designated Agency Principal can have an ownership interest in Franchisee but is not required to do so. Designated Agency Principal must execute **Exhibit N** to the Franchise Disclosure Document, unless otherwise required to execute **Exhibit 1** to this Agreement.

**“Franchise Disclosure Document”** shall mean Brightway’s legal document presented to prospective buyers of franchises in the pre-sale disclosure process, as required by the Federal Trade Commission’s Franchise Rule.

**“Guarantors”** shall mean those persons executing the Guaranty of Franchisee’s Undertaking attached to this Agreement as **Exhibit 1**.

**“Insurance Services”** shall include, but are not limited to, the sale, renewal, service or delivery of insurance policies, insurance brokering services, and other insurance products and services.

**“New Business”** shall mean the first term of a Policy sold in connection with the operation of the Brightway Location. If an existing Policy is moved from one Contracted Company to another Contracted Company (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 further modified or supplemented from time to time in the Confidential Operating Manual.

**“Office Agency”** shall mean a Brightway Location operated from a professional office space, characterized by certain Office Specifications, Premises requirements, staffing requirements, and Brightway Sales Commissions Paid to Franchisee, which distinguish the Office Agency from a Retail Agency. The type of Brightway Location governed by this Agreement is set forth in **Exhibit 2** to this Agreement.

**“Office Specifications”** shall mean Brightway’s required office layout, including but not limited to signage, furniture, and fixtures.

“**Policy**” or “**Policies**” shall include, but are not limited to, any and all insurance policies, services, coverages or products associated therewith sold, renewed, serviced or delivered by Franchisee or Brightway to any person or entity.

“**Premises**” shall mean a Brightway-approved establishment located at the address listed in **Exhibit 2** hereto, and shall include the real estate, furniture, fixture and equipment, together with all appurtenances thereto and all easements, entrances, exits, rights of ingress and egress thereto and any improvements thereon.

“**Primary Contact**” shall mean that person identified in **Exhibit 2** to this Agreement, who shall be at all times during the term of this Agreement Brightway’s primary point of contact for any business matters relating to the Brightway Location. This person has the authority to make all business decisions on behalf of Franchisee. Primary Contact must execute **Exhibit 1** to this Agreement, unless Primary Contact does not have any ownership stake in Franchisee, in which case Primary Contact must execute **Exhibit N** to the Franchise Disclosure Document.

“**Renewal Business**” shall mean all subsequent/renewal terms of a Policy sold in connection with the operation of the Brightway Location; provided, however, that the term “Renewal Business” may be modified or supplemented from time to time in the Confidential Operating Manual.

“**Retail Agency**” shall mean a Brightway Location operated from a retail office space, characterized by certain Office Specifications, Premises requirements, staffing requirements, and Brightway Sales Commissions Paid to Franchisee, which distinguish the Retail Agency from an Office Agency. The type of Brightway Location governed by this Agreement is set forth in **Exhibit 2** to this Agreement.

“**Staff**” shall refer to the individuals referenced in this contract and by the Confidential Operating Manual necessary to successfully operate the Brightway Location.

“**Transfer Fee**” shall mean the amounts due for eligible transfers as outlined in Section 13 of this Agreement.

## **2. Grant of Franchise**

- a) **Grant.** Subject to all of the terms and conditions herein, Brightway grants to Franchisee the nonexclusive right to use the Licensed Marks (in the manner prescribed from time to time by Brightway) and, in connection therewith, to operate a Brightway Location solely at the approved Premises. Except for the operation of the Brightway Location, Franchisee may not conduct or operate any other business at the Premises and may not relocate the Brightway Location without Brightway’s prior written consent, as described in Section 6(b)(xiii) below.
- b) **No Right to Operate Additional Locations.** Franchisee acknowledges and agrees that the foregoing grant relates solely to the Premises and the Brightway Location located thereon and affords Franchisee no right to construct or operate any additional expanded or modified facilities on the Premises, nor any right to construct or operate another Brightway Location at any location other than the Premises. Franchisee must obtain Brightway’s written permission before opening any additional Brightway Locations, which, if granted, Brightway will condition upon: (i) Franchisee’s construction and buildout of the additional location in accordance with Brightway’s then-current standards; (ii) Franchisee’s designation of a Designated Agency Principal who has successfully completed Brightway’s initial training program to manage the location; (iii) Franchisee’s execution of a franchise agreement in Brightway’s then-current form and payment of Brightway’s then-current initial franchise fee (unless Franchisee



qualifies to enter into Brightway's then-current form of Option Agreement or Multi-Unit Program Agreement, which may provide for certain reductions to the initial franchise fee); and (iv) Franchisee's purchase of all supplies, equipment, inventory, signage and other materials required to open the additional location. Nothing in this Agreement grants Franchisee any rights to own additional Brightway Locations.

- c) **Non-Exclusivity of Grant.** Franchisee expressly acknowledges and agrees that its rights are nonexclusive. Further, Franchisee agrees that Brightway may itself own and operate Brightway Locations and grant others the right to use the Licensed Marks and to own and operate Brightway Locations, as well as any business not using the Licensed Marks, at any location other than the Premises.
- d) **Reserved Rights.** Franchisee expressly acknowledges and agrees that Brightway and Brightway's Affiliates shall have the right, at Brightway's sole discretion, to: (i) use the Licensed Marks and Brightway System in connection with ancillary services and products, promotional and marketing efforts or related items, or in any alternative channels of distribution, without regard to location; (ii) acquire, be acquired by, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products or services that are similar to those provided by a Brightway Location; and (iii) use the Licensed Marks and Brightway System, and license others to use the Licensed Marks and Brightway System, to engage in any other activities not expressly prohibited in this Agreement. Nothing in this Agreement provides Franchisee with the right to conduct any of the foregoing activities nor to share in the revenue generated by any of these activities.

### 3. Term and Renewal

- a) **Initial Term.** This Agreement shall commence on the Effective Date and shall terminate five (5) years after the Effective Date (the "**Initial Term**"), unless previously terminated pursuant to the terms hereof.
- b) **Renewal.** If Franchisee is not in default under this Agreement, and if Franchisee has the right to continue to occupy the Premises, Franchisee may renew this Agreement for successive renewal terms of five (5) years each (each referred to as a "**Renewal Term**"). Franchisee shall exercise the option to seek renewal by giving Brightway written Notice of Franchisee's election to renew not less than six (6) months nor more than twelve (12) months prior to the expiration of the Initial Term or applicable Renewal Term. In the event Franchisee exercises the option to renew, then at least thirty (30) days prior to the expiration of the Initial Term and each Renewal Term, as applicable, Franchisee shall comply with Brightway's then-current terms and conditions for granting renewal franchises, which shall include, but is not limited to: (i) execution of Brightway's then-current form of franchise agreement, the terms of which may materially differ from this Agreement (without the requirement for the payment of an additional Initial Fee), (ii) execution of a general release, in a form satisfactory to Brightway, of any and all claims against Brightway and its Affiliates and their officers, directors, attorneys, shareholders and employees; (iii) Franchisee must not be in default of any provision of this Agreement, including provisions governing monetary obligations; (iv) Franchisee demonstrates a right to operate the Brightway Location at the Premises for the duration of the Renewal Term; and (v) Franchisee must refurbish the Brightway Location to conform to Brightway's then-current Office Specifications and Brightway Technology Specifications within the timeframes prescribed by Brightway.

### 4. Initial Fee Payable by Franchisee

In consideration of the execution of this Agreement, Franchisee agrees to pay Brightway an initial fee in the amount set forth in **Exhibit 2** to this Agreement (the "**Initial Fee**"), which shall be paid in full on or before the

Effective Date. A portion of the Initial Fee for a Retail Agency may be financed pursuant to the Retail Agency Initial Fee Promissory Note included as Exhibit F of the Franchise Disclosure Document. A portion of the Initial Fee for an Office Agency may be financed pursuant to the Office Agency Initial Fee Promissory Note included as Exhibit M of the Franchise Disclosure Document. Upon execution of this Agreement by all parties, the Initial Fee shall be nonrefundable and deemed fully earned upon payment in consideration of administrative and other expenses Brightway incurs in granting the franchise, as well as for Brightway's lost or deferred opportunity to franchise others. The Initial Fee will primarily be used to offset a portion of Brightway's internal pre-opening costs related to site selection and buildout, training, marketing and public relations.

## 5. Brightway's Obligations

- a) **Prior to Commencing Operations of Brightway Location.** Brightway (or its designee) shall, to the extent Brightway deems appropriate at Brightway's sole discretion, provide Franchisee with the following assistance:
- i. **Location Approval.** Brightway may assist, to the extent it determines necessary in its sole discretion, with respect to site evaluation, preliminary plans and layouts for the Brightway Location.
  - ii. **Fixtures/Furnishings.** Brightway shall provide information concerning sources of required signage, equipment, fixtures, furnishings, improvements and other products and services necessary in connection with the buildout and operation of the Brightway Location.
  - iii. **Initial Training Program.** Brightway shall provide such initial business planning and training as Brightway determines necessary, which may include, without limitation, training related to business planning, financial modeling, goal setting, insurance products, sales and marketing, sales processing, management systems, office procedures, Brightway Technology Specifications and other computer software or systems, and other matters as Brightway deems necessary and appropriate. All training materials are proprietary and confidential and may not be used for any purpose other than providing Staff training. Such training shall be conducted exclusively by Brightway or its designee remotely via an intranet or other online portal or, if provided at a physical location, shall be held at Brightway's corporate offices, the Premises, or such other site designated by Brightway or its designee. Notwithstanding the foregoing:
    - 1) Brightway's initial training program shall be provided to Franchisee and/or Franchisee's Designated Agency Principal, at no cost to Franchisee. All Staff are required to undertake Brightway's training program and Franchisee shall be required to pay Brightway's then-current new hire fee for each additional trainee that does not attend initial training at the same time as Franchisee, which shall be set forth in the Confidential Operating Manual and is subject to change from time to time at Brightway's sole discretion. Thereafter, Brightway shall be permitted to charge Franchisee a reasonable additional training fee for any training sessions provided to any of Franchisee's Staff, whether such training sessions are required by Brightway or requested by Franchisee. Such additional training fees shall be set forth by Brightway in the Confidential Operating Manual.
    - 2) Designated Agency Principal's who do not meet our then-current minimum experience requirement may be required to participate in our Enhanced Supervision Program ("ESV Program"). The ESV Program provides additional training modules and oversight during an initial period of operations. Failure to comply with all requirements of the ESV Program may result in disqualification from any then-offered voluntary incentive programs, including the Sunrise Program.

- 3) Franchisee shall, with regard to all training, pay all of its and its Staff's costs incurred to attend such training, such as travel, room, board, wages and living expenses (if applicable).
  - 4) Franchisee shall thereafter comply with Brightway's then-current staffing requirements, which Brightway may change from time to time in its sole discretion, as set forth in the Confidential Operating Manual or otherwise in writing.
- iv. **Access to Proprietary Materials.** Brightway may make available to Franchisee certain proprietary materials as Brightway deems appropriate, and such materials may be amended from time to time.
  - v. **Brightway Technology Specifications.** Brightway shall make available to Franchisee information about all technology that may be required by Brightway to be used by Franchisee in the operation of the Brightway Location, including, but not limited to Brightway Technology Specifications and information about other technology and programs, which may be updated or modified by Brightway from time to time during the term of this Agreement. Any such programs shall remain the property of Brightway and shall be loaned to Franchisee only for the term of this Agreement.
  - vi. **Web Presence.** Brightway shall provide access to, and inclusion in, the Brightway Web Presence as described in the Confidential Operating Manual.
  - vii. **Commencing Operations of the Brightway Location.** Brightway shall provide such assistance as Brightway determines necessary with respect to commencing operations of the Brightway Location in the form that Brightway, at its sole discretion, deems appropriate.
- b) **After Commencing Operations of the Brightway Location.** Brightway (or its designee) shall, to the extent Brightway deems appropriate at Brightway's sole discretion, provide Franchisee with the following assistance:
- i. **Store Standards.** Brightway reserves the right to establish, and to require Franchisee to maintain, certain standards of quality, appearance and service at the Brightway Location, thereby maintaining the public image and reputation of the Brightway System and the demand for the products and services provided thereunder. Further, Brightway reserves the right to conduct periodic inspections of the Brightway Location Premises and its operations.
  - ii. **Marketing Support.** Brightway may provide periodic assistance in local advertising and marketing, to the extent Brightway determines necessary in its sole discretion.
  - iii. **Business Consulting.** Brightway may provide periodic individual or group coaching in the operation of a Brightway Location by any means Brightway deems appropriate, which may include advice concerning the operation of a Brightway Location, advice and guidance with respect to new and improved methods of operation or business procedures and processes developed by Brightway, and advice regarding the use of the Confidential Operating Manual, management materials, promotional materials, advertising formats and Licensed Marks.
  - iv. **Group Purchasing.** Brightway may provide Franchisee with the opportunity to participate in group purchasing programs for equipment, supplies, and insurance that Brightway may, from time to time, use, develop, sponsor or provide, all upon such terms and conditions as may be determined solely by Brightway.
- c) **General**
- i. **Access to Contracted Companies.** Brightway shall use its commercially reasonable best efforts to provide Franchisee with access to, and the opportunity to write insurance business for, the Contracted Companies; provided, however, that Brightway shall not be required to undertake

such efforts with regard to any insurance business for which Franchisee's Staff is not properly licensed or sufficiently trained, as determined in Brightway's sole discretion. Brightway shall have the sole discretion to determine which Contracted Companies to provide Franchisee with access to, as well as which lines of business Franchisee may write with the Contracted Companies, and Franchisee acknowledges that not all Franchisees will have access to the same Contracted Companies and/or lines of business.

- ii. **Engagement Center.** Brightway shall provide Franchisee with access to Brightway's "Engagement Center," which provides service and support to all Client Accounts generated by Franchisee and all other System Locations.
- iii. **Policy Documentation.** Brightway shall provide services, to the extent Brightway deems necessary at its sole discretion, with respect to accounting for, and processing of, all applications for Policies and all Policies issued, renewed, endorsed, changed, serviced, delivered or canceled on behalf of Client Accounts generated by Franchisee.
- iv. **Errors & Omissions Insurance.** Subject to the prior approval of the Contracted Company involved, Brightway shall endorse Brightway's Errors & Omissions (E&O) insurance policy to provide such insurance coverage for Franchisee and Staff as appropriate. Brightway may designate a specific provider for Franchisee's E&O coverage. Brightway shall calculate Franchisee's share of the Errors & Omissions insurance policy premium in a reasonable manner and shall deduct such premium share from the compensation Franchisee is entitled to receive pursuant to the terms of Section 8(i) below. Franchisee shall provide Brightway with copies of the Errors & Omissions documents that Brightway deems necessary for documentation purposes. Franchisee may be required to participate in Errors & Omissions loss control seminars from time to time at the request of Brightway. In the event Franchisee fails to participate in such seminars, Franchisee may be assessed an additional amount for Errors & Omissions coverage. Franchisee shall be responsible for the payment of all deductibles payable on Errors & Omissions claims against (or arising as a result of the actions or failure to act of) Franchisee or any of its officers, directors, shareholders, Staff, other employees or independent contractors.
- v. **Access to Client Records.** Upon written request, Brightway shall provide Franchisee with information regarding Client Accounts generated by Franchisee, including statements and other information received from Contracted Companies relating to such Client Accounts. Such information shall be provided in a form and manner as Brightway determines.
- vi. **Communication About Brightway Location.** Franchisee agrees that Brightway may rely on statements, representations, requests, instructions, commitments and agreements (without verification or confirmation of the same) of Franchisee's Designated Agency Principal, Primary Contact, owners, officers, directors, employees, Staff or independent contractors as if the same had been made or delivered to Brightway by Franchisee unless and until written instructions limiting Brightway's right to rely on such statements, representations, requests, instructions, commitments and agreements have been provided by Franchisee and received by Brightway. In all of its communications and written notices to Franchisee, Brightway shall be entitled to communicate solely with Franchisee's Primary Contact and shall have no obligation to communicate or provide such Notices to any of Franchisee's other owners, officers, directors, employees, Staff or independent contractors.

## 6. Franchisee's Obligations

Brightway shall establish and Franchisee shall maintain standards of quality, appearance and operation for its Brightway Location. For the purpose of giving distinctiveness to the Licensed Marks, enhancing the public image

and reputation of businesses operating in the Brightway System, and for the purpose of increasing the demand for Insurance Services provided by Brightway Locations and Brightway, Franchisee agrees to operate its Brightway Location in strict conformity with Brightway's standards and all rules, regulations and policies that are by their terms mandatory, including, without limitation, those contained in the Confidential Operating Manual. Without limiting the foregoing, Franchisee also agrees as follows:

- a) **Prior to Commencing Operations.** Before commencing operation of Franchisee's Brightway Location, Franchisee shall, at its expense, comply with the pre-opening obligations set forth below.
  - i. **Proposed Site.** Franchisee must obtain Brightway's written approval of a proposed site for the operation of the Brightway Location, which shall comply with such site criteria as Brightway may prescribe from time to time. If Brightway has not approved the final site for Franchisee's Brightway Location as of the date Franchisee signs this Agreement, the parties shall enter into the Site Selection Addendum attached as **Exhibit 4** to this Agreement, the terms of which shall govern the parties' site selection obligations, which shall vary as follows depending on the type of Brightway Location Franchisee shall operate. If Franchisee is operating a Retail Agency, Franchisee must operate the Brightway Location from a retail office space ("Retail Space") that meets Brightway's then-current site selection criteria. If Franchisee is operating an Office Agency, Franchisee must operate the Brightway Location from a professional office space ("Professional Space") that meets Brightway's then-current site selection criteria. Franchisee must obtain Brightway's written approval for the Retail Space or Professional Space, as applicable.
  - ii. **Plans and Specifications.** Franchisee must submit to Brightway all preliminary and final plans and specifications (including all changes and modifications) with respect to the proposed Brightway Location, which must be approved in writing by Brightway but shall be prepared at Franchisee's sole cost. Franchisee shall follow instructions provided by Brightway and promptly submit required photographs, descriptions and costs. Franchisee will then be advised, in writing, of any changes necessary to make the site compliant with Brightway's then-current standards. Modifications may not be made to such plans without Brightway's prior written consent.
  - iii. **Permits and Certifications.** Franchisee must provide Brightway with copies of all permits and certifications as may be required for the lawful operation of the Brightway Location, together with copies of any building inspection reports and certifications from all governmental authorities having jurisdiction over the Premises and its operations; Franchisee is responsible for ensuring that all necessary permits have been obtained and that all requirements for construction and operation have been met.
  - iv. **Lease Agreement.** Franchisee must provide Brightway with a copy of any proposed lease agreement within five (5) days of execution, which must also be approved by Brightway prior to signing and shall provide Brightway the right to enter the Premises to make any modifications necessary to protect the Licensed Marks. If Franchisee is opening a Retail Agency, Franchisee must also provide Brightway a Collateral Assignment of Lease in the form substantially the same as that attached to the Franchise Disclosure Document as Exhibit L and executed by Franchisee and the lessor of the Premises, providing Brightway notice of Franchisee's default under the lease, a right to cure such default, and the right to assume the lease and to sublease or assign the lease to another Brightway System franchisee.
  - v. **Fixtures and Furnishings.** Franchisee must obtain and install, at Franchisee's expense, all fixtures, furnishings, and equipment, as may be required by Brightway, which must meet the specifications of the approved site layout and plan, as well as all other such items as

- Brightway may prescribe from time to time; and Franchisee must refrain from installing, or permitting to be installed, on or about or in connection with the Premises or the Brightway Location, any such item not meeting Brightway's standards and specifications.
- vi. **Store Signage.** Subject to compliance with applicable laws and regulations, Franchisee shall acquire all signage, as required by Brightway, for use at or in connection with the Brightway Location. All signage must conform to the Brightway System signage specifications and must be submitted to Brightway for approval prior to purchase and installation.
  - vii. **Telephone Number.** Franchisee must obtain a new telephone number and telephone listing at Franchisee's expense to be used exclusively in connection with Franchisee's operation of the Brightway Location. Upon the expiration, transfer or termination of this Agreement for any reason, Franchisee shall terminate Franchisee's use of such telephone number and listing and assign same to Brightway or Brightway's designee. Franchisee must execute the Conditional Assignment of Franchisee's Telephone Numbers, Facsimile Numbers, and Domain Names attached as **Exhibit 6** to this Agreement.
  - viii. **Completion of Buildout.** Franchisee shall complete or arrange for the completion of the construction of the Brightway Location at each Premises in accordance with the approved site and building plans. Franchisee shall secure for Brightway and its agents the right to inspect the construction of the Brightway Location at any reasonable time. Franchisee shall correct, upon request and at Franchisee's expense, any deviation from the approved site layout and plan, and shall furnish to Brightway a copy of the certificate of completion from Franchisee's architect that the Brightway Location was built in accordance with the approved final plans and specifications and in compliance with all applicable laws, including the Americans With Disabilities Act, and obtain Brightway's approval of the completed construction prior to opening all or any part of the Brightway Location for business.
  - ix. **Completion of Business Planning and Training.** Prior to commencing operations, Franchisee or Franchisee's Designated Agency Principal must successfully complete Brightway's initial training program and must meet Brightway's then-current qualifications for: (i) the sale of Insurance Services; and (ii) agency management.
  - x. **Required Licenses.** No later than ninety (90) days after the Effective Date of this Agreement, Franchisee and Franchisee's staff must submit complete and accurate applications for all licenses and certifications necessary to operate the Brightway Location. Upon request, Franchisee shall provide Brightway with proof of compliance with this Section 6(a)(x). Failure to comply with this section shall be material default of this Agreement, and Brightway has the right to terminate this Agreement if Brightway provides Franchisee with Notice of any default hereunder and such default remains uncured for a period of fifteen (15) days following receipt of such Notice by Franchisee.
  - xi. **Authorization to Open.** The Brightway Location may commence operations only after receipt of written authorization to do so by Brightway, which authorization will not be unreasonably withheld provided Franchisee meets all of the conditions set forth in this Section 6(a). Franchisee must commence operation of the Brightway Location no later than one hundred and eighty (180) days after the Effective Date of this Agreement.

## b) Ongoing Compliance

- i. **Maintaining Store Standards.** Franchisee shall make such repairs and replacements to the Premises and the Brightway Location as Brightway may require in order to maintain Brightway's standards.

- ii. **Exclusive Use of the Premises.** Franchisee agrees to use the Premises solely for the operation of the Brightway Location.
- iii. **Appearance of the Store.** Franchisee agrees to maintain the Premises, and all fixtures, furnishings, signs and equipment thereon, in conformity with Brightway's then-current standards at all times during the term of this Agreement, and to make such repairs and replacements thereto as Brightway may require.
- iv. **Maintaining Brightway Standards.** Franchisee agrees to operate the Brightway Location in conformity with such methods, standards and specifications as Brightway may from time to time prescribe in its Confidential Operating Manual, as it may be amended by Brightway, to ensure that Brightway's required degree of quality, service and image is maintained, and Franchisee shall refrain from operating in any manner that adversely reflects on Brightway's name, goodwill, or Licensed Marks.
- v. **Maintaining Licenses and Other Required Documentation.** Franchisee and Franchisee's Staff must acquire and maintain all necessary licenses and certifications and other required documentation as outlined by applicable governmental and other regulatory authorities, and must complete all continuing education requirements necessary to maintain such licenses and certifications.
- vi. **Premises Upkeep.** Franchisee shall keep its Brightway Location 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 Brightway Location and such maintenance and repairs to (or replacement of) all fixtures, furnishings, signs and equipment as Brightway may from time to time direct. Franchisee shall not make any structural improvements to the Brightway Location or the Premises without Brightway's prior approval. Franchisee agrees that, in order to maintain a modern, progressive, sanitary and uniform image, Brightway shall have the right, at any time and from time to time, to require Franchisee to perform such remodeling, repairs, replacements and redecoration in and upon the Premises as well as all equipment and furnishings used by Franchisee, as Brightway shall deem necessary and practical to bring the Premises up to the then-current standards of new System Locations that are comparable to the Brightway Location. Further, Franchisee must maintain in sufficient supply, and use at all times, products, materials, and supplies that conform with Brightway's then-current standards and specifications, and Franchisee must refrain from using non-conforming items without Brightway's prior written consent.
- vii. **Vendor Payments.** Franchisee shall pay all of Franchisee's vendors and suppliers on a prompt and timely basis, and at Franchisee shall at all times comply with the terms and conditions of any agreements (whether oral or written) between Franchisee and such vendors and suppliers.
- viii. **Business Hours.** Unless otherwise specifically approved by Brightway, the Brightway Location shall be open for the conduct of business at such times and for the minimum number of hours specified by Brightway in the Confidential Operating Manual, as it 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 Premises. Franchisee shall at all times operate the Brightway Location diligently so as to maximize the revenues and profits therefrom.
- ix. **Staffing.** Franchisee agrees that the Brightway Location shall be operated by the number and type of Staff as required by Brightway in the Confidential Operating Manual, that these Staffing requirements may vary depending on whether Franchisee is operating an Office Agency or Retail Agency, and that all Staff must meet Brightway's then-current training standards. Further, all Staff must comply with then-current Brightway policies and

procedures in performing their duties for the Brightway Location, including but not limited to those set forth in the Confidential Operating Manual. In the event that any of the required Staff resigns or is otherwise terminated from the Brightway Location, Franchisee shall hire a replacement within thirty (30) days. The hiring of certain Staff members may require the written approval of Brightway, as set forth in the Confidential Operating Manual or otherwise in writing.

- x. **Additional Training.** Subsequent to the date the Brightway Location commences operation, and at any time during the term of this Agreement, Brightway shall have the right to require that Franchisee and/or Staff attend and complete, to Brightway's satisfaction, any and all additional training deemed necessary or appropriate by Brightway at its discretion. Brightway reserves the right to charge a reasonable fee in connection with such additional training.
- xi. **Responding to Customer Inquiries.** Franchisee shall respond promptly to customer inquiries and complaints and shall take such other steps as may be required to ensure positive customer relations. Franchisee shall also respond promptly to inquiries or communications from the Contracted Companies or from Brightway's home office service team and shall otherwise follow Brightway's code of conduct and customer response policies set forth in the Confidential Operating Manual.
- xii. **Deviation of Specifications.** 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 technologies, customer needs and market conditions, Brightway specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any Brightway Location based upon the peculiarities of a particular site or circumstance, density of population, business potential, existing business practices or any other conditions that Brightway deems to be of importance to the successful operation of such Brightway Location. Franchisee shall have no recourse against Brightway on account of any variation from standard specifications and practices granted to any other franchisee and shall not be entitled to require Brightway to grant Franchisee a like or similar variation hereunder.
- xiii. **Relocating the Brightway Location.** Franchisee may not relocate the Brightway Location without Brightway's prior written consent. If Franchisee cannot continue to occupy the Premises for any reason, Franchisee must first obtain Brightway's prior written consent to relocate and then must relocate the Brightway Location to a mutually acceptable Premises to complete the unexpired portion of the term of this Agreement. Brightway's consent to any relocation shall be conditioned on Franchisee's satisfaction of all requirements set forth in this Section 6 (as supplemented by the Confidential Operating Manual), including, without limitation, compliance with Brightway's minimum staffing requirements for the type of Brightway Location operated by Franchisee. If Brightway grants Franchisee the right to relocate for any exigent reason, Franchisee must notify Brightway of Franchisee's intention to relocate, and open for business at the new Premises within thirty (30) days of closing business at Franchisee's existing Premises. All signage and all other items containing the Licensed Marks must be completely removed from the prior Premises at Franchisee's expense.
- xiv. **Maintaining Technology Specifications.** Franchisee shall ensure that the computer system and telephone system acquired and used by the Brightway Location must be a system then-authorized for use by Brightway, and Franchisee shall be required to pay an ongoing fee for such computer system and telephone system services in such amount and in the manner



directed by Brightway (such fees and related fees will generally be classified as Franchisee Shared Expenses as described in Section 8(i) below). Upon Brightway's request, Franchisee agrees to promptly acquire, install, update or replace any equipment designated by Brightway, including telephone systems, computer hardware or computer software, and to otherwise comply with the Brightway Technology Specifications, as they may be amended from time to time.

## 7. Additional Franchisee Obligations

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

- a) **Insurance Agency Activities.** In the operation of the Brightway Location, Franchisee shall carry out the customary activities of an insurance agent selling Insurance Services and Policies offered by the Contracted Companies through Brightway. Such activities include, but are not limited to, prospecting, soliciting, selling and providing service to prospects and existing Client Accounts. Franchisee shall only do business under the name "Brightway Insurance" and the unique agency name approved by Brightway. Franchisee shall file all fictitious name registrations as required by Brightway or the Contracted Companies. Under no circumstances shall any business be conducted at the Brightway Location unless such business is under the direct supervision of Staff who meets the qualifications set forth in the Confidential Operating Manual. Franchisee shall bear any and all costs and expenses associated with the operation of the Brightway Location, including, but not limited to, rent, common area maintenance, utilities, salaries, wages, benefits, advertising, postage, furniture, fixtures, equipment, inventory and supplies, insurance, taxes and other administrative expenses.
- b) **Maintain Exclusivity to Brightway and the Contracted Companies.** Franchisee and Franchisee's Staff shall not be licensed as an agent, solicitor, representative or broker for any insurance company or business other than Brightway and the Contracted Companies that have appointed the Brightway Location as a representative, and Franchisee will not directly or indirectly apply for coverages or place any insurance whatsoever with or through any insurance company or act as agent, representative, or broker thereof, other than Brightway and the Contracted Companies, unless authorized and directed to do so by Brightway in writing. Franchisee acknowledges and expressly agrees that Brightway, at its sole discretion and along with its Contracted Companies' approval, shall decide: (i) which Contracted Companies the Brightway Location may use; and (ii) which lines of insurance business and specific Policy types Franchisee's Staff may sell with such Contracted Companies. Upon request, Brightway shall provide Franchisee with a written list of the Contracted Companies, lines of business and Policy types that have been approved for use and sale at the Brightway Location, and Staff shall use commercially reasonable efforts to sell insurance products and services for the Contracted Companies, lines of business, and Policy types authorized by Brightway. Brightway shall provide Franchisee with Notice of any changes made by Brightway to such list from time to time, and Franchisee and Staff shall immediately cease selling any discontinued Policies and cease using any discontinued Contracted Companies. Staff shall abide by and conform to the conditions and limits of authority for binding that are set forth by Brightway and/or the Contracted Companies. Upon Brightway's request, Staff shall execute any acknowledgements, contracts and agreements required by the Contracted Companies to permit Staff to represent the Contracted Companies.
- c) **Approved Vendors.** With respect to the general operation of the Brightway Location, Franchisee agrees to purchase various products and services, which may include certain signs, furnishings, supplies, fixtures, computer hardware and software, insurance brokerage services, technology services, and other products and services, from Brightway or from approved or designated third-party suppliers as

Brightway shall specify, from time to time, in the Confidential Operating Manual and otherwise in writing. Franchisee hereby acknowledges that Brightway, Brightway's Affiliates and/or a third party may be one of several, or the only, approved supplier of any item. Franchisee further acknowledges and agrees that Brightway and/or Brightway's Affiliates have the right to realize a profit on any items that Brightway, Brightway's Affiliates or Brightway's approved suppliers supply to Franchisee, including but not limited to any contingency programs implemented by the Contracted Companies.

- d) **Non-Approved Vendors.** In the event Franchisee wishes to purchase any approved items from an unapproved supplier, Franchisee must provide Brightway 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 Brightway incurs any costs in connection with evaluating an unapproved item or supplier at Franchisee's request, or supplying information, art or other materials to the unapproved supplier, Franchisee or the supplier must reimburse Brightway for Brightway's reasonable costs, regardless of whether Brightway subsequently approves the item or supplier. Brightway will notify Franchisee of approval or disapproval within fifteen (15) business days of receiving all requested information and its failure to do so will be deemed a disapproval. Nothing in the foregoing shall be construed to require Brightway to approve any particular supplier. Brightway may revoke Brightway's approval of particular products or suppliers at any time in the event Brightway determines, at Brightway's sole discretion, that such products or suppliers no longer meet Brightway's 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 Franchisee's Brightway Location and not for any competitive business purpose.
- e) **Maintaining Required Hardware and Software.** Franchisee shall obtain (via purchase or lease), license, install and maintain all hardware and software that may be required to meet the Brightway Technology Specifications and other computer hardware or software required by Brightway from time to time, if any. Franchisee shall only use Brightway's designated vendor(s) with respect to the acquisition and installation of such hardware and software. Franchisee shall not sell, lease or authorize the use of such programs and software to anyone else. Franchisee shall not configure, program or change any such programs or software. Franchisee can only access Client Account information through the Agency Management System via the Internet, and Franchisee may not move any Client Account information off of the Agency Management System without Brightway's prior written consent. Franchisee shall have the sole and complete responsibility for: (i) the acquisition, operation, maintenance, and upgrading of any computer hardware and software used in connection with operation of the Brightway Location; and (ii) any and all consequences that may arise if the computer hardware and software is not properly maintained, operated, and upgraded. Brightway has the right to require Franchisee to enter into a separate maintenance agreement for computer hardware and software. Franchisee agrees to release, defend, indemnify, and hold Brightway and its Affiliates, and their respective owners, directors, officers, agents, employees, and shareholders harmless from and against, and promptly to reimburse such indemnitees 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 Affiliates, and their respective directors, officers, agents, shareholders, employees and independent contractors 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. Franchisee must obtain Internet access that meets the minimum speeds and other requirements set forth in the Brightway Technology Specifications.

- f) **Web Presence.** Brightway seeks to protect its brand by regulating the online presence of the Brightway Location. The Brightway brand includes but is not limited to the use of the Licensed Marks, the names of any Staff including Franchisee's name, the Premises location or any other information that could be identified with the Brightway Location and/or the operation thereof. Brightway has established the Brightway Web Presence, which provides information about the Brightway System and the Insurance Services offered by Brightway Locations. Brightway shall have sole discretion and control over the Brightway Web Presence and any other Internet websites Brightway may in the future create (including timing, design, content and continuation). Brightway also reserves the right to establish individual websites for each of the Brightway Location locations and to select a domain name, or URL, for each site. Franchisee expressly acknowledges that Brightway owns all URLs and content on any such sites. If such a site is established and Brightway permits Franchisee to develop site content, all site content and revisions must receive prior written approval from Brightway before being implemented. If Franchisee is provided with a URL by Brightway, Franchisee agrees to use only this URL exclusively on any materials used to market the Brightway Location, including but not limited to business cards, brochures, banners, emails and other marketing materials. Franchisee agrees to not establish any other URL in conjunction with the operation or marketing of its Brightway Location. Use of any unapproved marketing materials or any materials containing a URL other than the URL provided by Brightway will be considered a breach of this Agreement.
- g) **Internet Presence Only as Assigned.** Except as approved in advance in writing by Brightway, Franchisee must not establish or maintain a separate website, domain name, URL, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Brightway Location, including any profile on any social media platform including, but not limited to Facebook, Twitter, LinkedIn, Instagram, YouTube or any other social media and/or networking site. If such approval is granted by Brightway, Franchisee must: (i) establish and operate such website or social media page in accordance with Brightway System standards and any other policies Brightway designates in the Confidential Operating Manual or otherwise in writing; (ii) use any templates that Brightway provides to Franchisee to create and/or modify such site(s) or page(s); and (iii) make any and all updates required by Brightway from time to time, including the revision or removal of disallowed content.
- h) **Ownership of URLs.** Franchisee acknowledges that Brightway and/or Brightway's Affiliates are the lawful, rightful and sole owners of the Internet domain names [www.brightwayinsurance.com](http://www.brightwayinsurance.com), [www.brightwaydifference.com](http://www.brightwaydifference.com), [www.brightway.com](http://www.brightway.com), the specific domain name associated with Franchisee's Brightway Location, as well as any other Internet domain names registered by Brightway and its Affiliates, and unconditionally disclaims any ownership interest in such domain names and any Internet domain names colorably similar thereto. Except as approved in advance in writing by Brightway, Franchisee agrees not to register any Internet domain name or social media and/or networking website of any kind that contains words used in or similar to any brand name owned by Brightway or Brightway's Affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words.
- i) **Data Security.** Franchisee must comply with Brightway's standards and policies related to privacy and data security/cybersecurity. This includes, but is not limited to, updating hardware and software when required and taking any actions that are necessary to ensure that the Brightway Location is compliant with all Payment Card Industry Data Security Standards (PCI DSS) requirements. Franchisee must also comply with all relevant statutory and regulatory requirements, including but not limited to taking all steps required to protect consumers' Nonpublic Personal Information (NPI).
- j) **Licenses and Approved Activity.** Franchisee shall secure and keep in effect for all Staff any required licenses and shall not provide any Insurance Services with regard to any type of insurance or

investments: (i) which have not been approved by Brightway; or (ii) for which Franchisee is not licensed by the appropriate insurance, securities or other regulatory authorities. Franchisee and Staff must have all applicable licenses and approvals for Franchisee to be entitled to the compensation it is to be paid under this Agreement.

- k) **Additional Staff.** Subject to Brightway's then-current staffing requirements for each type of agency, Franchisee shall hire or engage, and retain, competent and qualified personnel for the sale, renewal, service and delivery of Policies and to serve as a point of contact with all Client Accounts. Brightway shall be entitled to approve or disapprove any application for Franchisee's Designated Agency Principal at its sole discretion. Franchisee shall also submit to Brightway an application (in a form approved by Brightway) for any licensed individuals Franchisee wishes to hire or contract, demonstrating that such individuals hold the necessary licenses.
- l) **Authorized Products and Services.** Franchisee must offer for sale only those products and services that Brightway prescribes, and only in accordance with the requirements of this Agreement and the procedures set forth in the Confidential Operating Manual. Franchisee acknowledges and agrees that the commissions for the sale of those products and services that Brightway may authorize during the term of this Agreement may differ from how Franchisee is currently compensated. Brightway may also require Franchisee, at Franchisee's cost, to participate in additional training, obtain additional licenses and/or meet additional qualifications to offer other products and/or services.
- m) **Client Account Ownership and Transitioning any Existing Clients.** All Client Accounts shall be the exclusive property of Brightway, and not of Franchisee. All lists of Client Accounts and prospects, Policy expiration lists and other records of the Client Accounts shall be the exclusive property of Brightway, and not of Franchisee. On or before the Effective Date of this Agreement, Franchisee shall, subject to the approval of Brightway and the Contracted Companies involved, change the Agent of Record for all Franchisee's existing customer accounts (if any) to Brightway, 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 Policies exclusively through the facilities of Brightway. Franchisee shall make Brightway the Agent of Record for all Policies sold, renewed, serviced or delivered through Franchisee with an effective date for coverage after the Effective Date, unless prior written approval is obtained from Brightway.
- n) **Payment of Funds/Forwarding of Communications.** All funds and/or correspondence, notices or other communications coming into the possession of Franchisee and relating to all Client Accounts and all prospective clients shall be paid or delivered, respectively, to Brightway in the timeframe defined in the Confidential Operating Manual or otherwise in writing. In the event funds and/or correspondence are not paid or delivered to Brightway as aforesaid, they shall, nevertheless, be considered property and funds of Brightway, and shall be deemed to be held in trust by Franchisee on behalf of Brightway. Brightway 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 Brightway, and Brightway may deduct such funds from Franchisee's compensation under Section 8(i) of this Agreement.
- o) **Delivery of Policy Applications.** Franchisee shall provide Brightway with all Policy applications and all other records or documents originated, received or processed by Franchisee related to Client Accounts or the Brightway Location in the timeframe defined in the Confidential Operating Manual or otherwise upon request. Franchisee acknowledges the importance of complete and prompt transmittal of all such records and documents. Franchisee must enter all Policies into the Agency Management System within the timeframes set forth by Brightway in the Confidential Operating Manual or otherwise in writing.
- p) **Compliance with Laws and Contracted Company Requirements.** Franchisee shall be responsible for providing Brightway with any information regarding Franchisee, Staff, and Franchisee's owners, officers, employees and independent contractors, which may be required by Brightway to fulfill requests from

any governmental or regulatory bodies or agencies, or any Contracted Companies. Franchisee shall be solely responsible for ensuring that Franchisee, Staff, and Franchisee's owners, officers, employees and independent contractors comply with all federal, state, local and Contracted Company requirements, including, but not limited to sales practices, education and licensing requirements. Franchisee shall provide evidence satisfactory to Brightway that Franchisee, Staff, and Franchisee's owners, officers, employees and independent contractors have complied with such requirements. If Franchisee does not comply with the terms of this subsection, it shall be grounds for immediate termination of this Agreement.

- q) **Best Efforts.** Franchisee shall use Franchisee's full time and best efforts in operating the Brightway Location and in recommending, promoting and encouraging patronage of all System Locations, which specifically includes the requirements that: (i) the Brightway Location remains open for the designated hours of business; (ii) Franchisee actively manages and supervises the Designated Agency Principal; and (iii) Designated Agency Principal actively supervises Franchisee's Staff and any other employees of the Brightway Location. Franchisee agrees to refrain from any business or advertising practice that may be injurious to the Brightway Location or the goodwill associated with the Licensed Marks and Brightway System.
- r) **Reporting Legal or Regulatory Issues.** Franchisee shall fully report to Brightway any policyholder-related legal or regulatory issues such as potential or actual Errors & Omissions claims, insurance department or other regulatory complaints, or legal summons and/or subpoenas, in writing within two (2) days of the date that Franchisee is aware of any such issue. Franchisee shall not make any written or verbal comments or responses regarding said issues without Brightway's express permission. Franchisee acknowledges and agrees that Brightway shall coordinate and control responses to all such issues. Franchisee shall also notify Brightway, in writing, within two (2) days of the commencement of any action, suit or proceeding or the issuance of any order, suit or proceeding of any court, agency or other governmental body, including the receipt of any subpoena, notice or citation, which may adversely affect the operation or financial condition of Franchisee or the Brightway Location.
- s) **Financial Reports.** Franchisee shall provide Brightway with the type of financial reports specified by Brightway in the form specified by Brightway in the Confidential Operating Manual or otherwise in writing; the type of reports Brightway requires and the frequency with which they must be provided may change at any time at Brightway's sole discretion. This may include but is not limited to the following: (i) a monthly or quarterly balance sheet and income statement, in a format specified by Brightway; (ii) annual financial reports and operating statements in the form Brightway specifies and in accordance with Brightway's prescribed chart of accounts, within a certain time period after the close of each calendar year as required in writing by Brightway; (iii) state and local sales tax returns or reports and federal, state and local income tax returns for each year in which the Brightway Location operated, within a certain time period after their timely completion; and (iv) such other reports as Brightway may from time to time require, in the form and on the timeline Brightway prescribes. Franchisee's fiscal year must be the calendar year. Franchisee acknowledges and agrees that Brightway may use any information reported to Brightway to prepare and develop financial performance representations for the Brightway System in Brightway's Franchise Disclosure Document or other documents. To help Franchisee in recording and keeping accurate and detailed financial records for reports and tax returns, Brightway, at Brightway's discretion, may specify the form in which the business records are to be maintained, and provide a uniform set of business records for Franchisee to use. Brightway shall have full access to all of Franchisee's data, system, and related information by means of direct access, whether in person, or by telephone/modem installed and maintained at Franchisee's sole expense.
- t) **Maintaining GAAP Financial Records.** 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 Brightway Location, and such statistical and other information or records as Brightway may require, and shall keep all such information for not less than seven (7) years, even if this Agreement is no longer in effect. The aforementioned books and records of the Brightway Location shall be kept at the Premises or at such other place as the parties may hereafter mutually approve. Brightway or Brightway's designees have the right to inspect and/or audit Franchisee's business records at any time during normal business hours, to determine whether Franchisee is operating in compliance with the terms of this Agreement and the Confidential Operating Manual. Upon Brightway's request, Franchisee shall furnish Brightway with complete copies of the books and records described in this paragraph, as well as any state or federal income tax returns covering the operation of the Brightway Location, all of which Franchisee shall certify as true and correct.

- u) **Maintaining Working Capital.** Franchisee must at all times maintain such working capital as may be reasonably necessary to enable Franchisee to properly and fully carry out and perform all of Franchisee's duties, obligations and responsibilities hereunder and to operate the Brightway Location in a businesslike, proper and efficient manner.
- v) **Franchisee's Staff and Ongoing Compliance.** The duties and obligations of Franchisee set forth in this Agreement apply to Franchisee and Staff, as well as Franchisee's owners, officers, directors, employees and independent contractors. In as much as this Agreement is between Franchisee and Brightway, Franchisee is responsible for the compliance of Staff and Franchisee's owners, officers, directors, employees and independent contractors with the terms of this Agreement and any rules and procedures adopted from time to time by Brightway, whether such rules and procedures are contained in the Confidential Operating Manual or otherwise. Franchisee agrees that it is fully responsible for the acts and omissions of Staff and Franchisee's owners, officers, directors, employees and independent contractors.

## 8. Compensation and Other Fees

This Section covers compensation and other fees paid by Brightway to Franchisee in the course of transacting the sale of Policies through Contracted Companies and otherwise operating the Brightway Location.

- a) **New Business.** Except as set forth below, Brightway shall pay Franchisee the percentage of all Brightway Sales Commissions received on all New Business from Client Accounts generated by Franchisee set forth in Exhibit 2 to this Agreement, and Brightway shall be entitled to retain the remaining balance of all Brightway Sales Commissions received on New Business, as set forth in Exhibit 2 to this Agreement.
- b) **Renewal Business.** Except as set forth below, Brightway shall pay Franchisee the percentage of all Brightway Sales Commissions received on all Renewal Business from Client Accounts generated by Franchisee set forth in Exhibit 2 to this Agreement, and Brightway shall be entitled to retain the remaining balance of all Brightway Sales Commissions received on Renewal Business, as set forth in Exhibit 2 to this Agreement.
- c) **Retail Agency Conversion Fee.** If Franchisee is operating an Office Agency, Franchisee may, subject to satisfying Brightway's then-current minimum operational and performance requirements, choose to pay a "Retail Agency Conversion Fee" of Twenty Thousand Dollars (\$20,000), and convert the Brightway Location to a Retail Agency. This conversion option may not be exercised without Brightway's written approval, which may be withheld in Brightway's sole discretion. Franchisee must (a) not be in default of this Agreement or any other agreement between Franchisee and Brightway, (b) have achieved or exceeded Brightway's then-current minimum quality requirements, (c) have a book of business which meets or exceed Brightway's then-current minimum size requirements, and (d) pay the Retail Agency

Conversion Fee. Franchisee acknowledges these minimum requirements may be revised by Brightway from time-to-time. At Brightway's option, Franchisee shall execute Brightway's then-current form of "Retail Agency Conversion Addendum" and Franchisee's status as Retail Agency shall be expressly conditioned upon Franchisee's strict compliance with the terms and conditions thereof.

- d) **Financed Retail Agency Conversion Fee.** Franchisee may, subject to satisfying Brightway's then-current minimum operational and performance criteria, choose to finance the Retail Agency Conversion Fee at any point after commencing operation of the Brightway Location by entering into Brightway's then-current form of Retail Agency Conversion Addendum and Promissory Note. The Retail Agency Conversion Fee is equal to \$29,030 if partially financed, including \$5,000 paid in lump sum. This conversion option may not be exercised without Brightway's written approval, which may be withheld in Brightway's sole discretion. Notwithstanding anything set forth herein, the financed Retail Agency Conversion Fee must be paid in accordance with the terms and conditions of the Retail Agency Conversion Addendum and Promissory Note.
- e) **Policy and Agency Fees.** To the extent Brightway authorizes and as permitted in certain states, policy fees, agency fees or other similar fees may be assessed to Franchisee's customers; in such event, Brightway shall have the right to pay or not pay Franchisee any portion of these fees at its sole discretion.
- f) **When New and Renewal Payments Stop.** Notwithstanding the foregoing, Brightway's obligation to pay Brightway Sales Commissions to Franchisee shall cease immediately after the date of the transfer, termination, expiration or non-renewal of this Agreement, and, if Franchisee is eligible, shall be replaced by Brightway's payment obligations set forth in Section 17 of this Agreement.
- g) **Shared Expenses.** Notwithstanding the foregoing, Brightway shall be permitted to deduct from such payments to Franchisee expenses borne or paid by Brightway which relate to the conduct of Franchisee's Brightway Location and all other amounts owed to Brightway under this Agreement, including costs related to indemnification (the "**Franchisee Shared Expenses**"), as outlined in the Confidential Operating Manual or this Agreement. Franchisee's portion of the aforementioned costs and expenses shall be determined by Brightway in good faith, and such determination may be based, solely or partially, upon the expenses incurred by Brightway and/or the then-current fair market value of the items provided to Franchisee. In addition to the aforementioned Franchisee Shared Expenses, Brightway shall also be permitted to deduct from such payments to Franchisee: (i) the costs and expenses incurred by Brightway (including, but not limited to, Brightway's reasonable internal labor and administrative costs) as a result of Franchisee's failure to conduct its Brightway Location in compliance with Brightway's procedures and standards of operation provided to Franchisee pursuant to the Confidential Operating Manual or as otherwise communicated by Brightway to Franchisee from time to time; and (ii) any payments made in good faith by Brightway to vendors or suppliers of Franchisee in order to cure Franchisee's failure to timely make such payments.
- h) **Payments Are Made Electronically.** Brightway shall pay Franchisee by electronic funds transfer to an account specified by Franchisee in the Electronic Funds Withdrawal and Deposit Authorization attached hereto as **Exhibit 7**, which shall effectuate Brightway's ability to deposit and withdraw funds from such bank account via electronic funds transfer. Brightway shall pay Franchisee the amounts to which it is entitled under Sections 8(a) and 8(b), less the Franchisee Shared Expenses described in Section 8(i) (and any other setoff amounts permitted under this Agreement), on or about the second (2<sup>nd</sup>) business day of each calendar month ("Commission Run"). In addition, on or about the second (2<sup>nd</sup>) business day of each calendar month, Brightway shall send Franchisee an e-mail including a statement containing a detailed calculation of the amounts paid to Franchisee pursuant to the terms of this Section 8. Such statement shall be in a form prescribed by Brightway and may change from time-to-time. Upon written Notice to Franchisee, Brightway may change the date(s) on or about which the electronic funds transfers

are made and the statements are forwarded, as well as the interval at which Brightway Sales Commissions are distributed.

- i) **Policies for Which Payment Will Not Be Made.** Notwithstanding the foregoing, Franchisee shall not be entitled to receive the compensation set forth in Sections 8(a) and 8(b) on any Policies which are sold by Franchisee in violation of the terms of Sections 6 or 7 of this Agreement.
- j) **Brightway Sales Commissions for Retail Agency Franchisees Continuing to Operate without a Retail Space.** Notwithstanding anything set forth in Section 8(a), 8(b), 8(e) or 8(f) above, in the event Franchisee has purchased a Retail Agency and fails to continually operate the Retail Agency from an approved Retail Space or comply with Brightway's staffing requirements for Retail Agencies within the time period prescribed in Section 6(a), Brightway shall pay Franchisee (i) eighty percent (80%) of all Brightway Sales Commissions received on all New Business from Client Accounts generated by Franchisee (with Brightway retaining the balance), and (ii) fifty percent (50%) of all Brightway Sales Commissions received on all Renewal Business from Client Accounts generated by Franchisee (with Brightway retaining the balance), until such time as Franchisee commences operations from a Retail Space approved by Brightway and complies with Brightway's staffing requirements for Retail Agencies, at which time the New Business and Renewal Business Brightway Sales Commission rates will revert to the amounts set forth in Sections 8(a) and 8(b) above.
- k) **National Account Customers.** Brightway may enter into certain national account agreements with affinity partners or others (each, a "National Account"), pursuant to which Brightway will receive insurance sales leads and potential customer information which Brightway may distribute to qualified Franchisees. Franchisee acknowledges that Brightway may be required to pay National Accounts certain fees, and that payment of these fees may be included in Franchisee Shared Expenses. Franchisee shall comply with any National Account requirements and participate in any National Account marketing programs prescribed by Brightway.

## 9. Licensed Marks

- a) **Brightway Owns the Licensed Marks.** Franchisee expressly acknowledges that Brightway owns all right, title, and interest in and to the Licensed Marks and Brightway System. Franchisee 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 marks, names or indicia which are or may be confusingly similar to the Licensed Marks except as authorized in this Agreement. Franchisee further acknowledges and agrees that any and all goodwill associated with the Brightway System and/or the Licensed Marks (including all future distinguishing characteristics, improvements and additions to or associated with the Brightway System) shall be Brightway's property and shall inure directly and exclusively to the benefit of Brightway and that, upon the transfer, termination, expiration or non-renewal of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Licensed Marks. The license of the Licensed Marks granted to Franchisee hereunder is nonexclusive and Brightway retains the rights, among others: (i) to use the Licensed Marks itself in connection with selling products and services; (ii) to grant other licenses for the Licensed Marks; and (iii) to develop and establish other products, services or systems using the Licensed Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing any rights therein to Franchisee.
- b) **Unauthorized Use of Licensed Marks.** Franchisee understands and agrees that any use of the Licensed Marks other than as expressly authorized by Brightway, without Brightway's prior written consent, will constitute an infringement of Brightway's rights therein and that the right to use the Licensed Marks granted herein does not extend beyond the transfer, 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 Brightway's right to use the Licensed Marks, or take any other action in derogation thereof. Franchisee shall use the Licensed Marks only for the benefit and operation of the Brightway Location and only at the Premises and in approved marketing materials. Franchisee agrees that it will not take any action that will bring disrepute to or otherwise damage the goodwill associated with the Licensed Marks.

- c) **Litigation Related to the Licensed Marks.** In the event of any litigation relating to Franchisee's use of the Licensed Marks, Franchisee shall execute any and all documents and do such acts as may, in Brightway's opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. If Brightway, in Brightway's sole discretion, determines that Franchisee has used the Licensed Marks in accordance with this Agreement, Brightway shall bear the cost of such defense or prosecution, including the cost of any judgment or settlement. If Brightway, in Brightway's sole discretion, determines that Franchisee has not used the Licensed Marks in accordance with this Agreement, Franchisee shall bear the cost of such defense or prosecution, including the cost of any judgment or settlement. Franchisee shall promptly notify Brightway of any claim, demand or cause of action that Brightway 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 Brightway has or claims a proprietary interest. Franchisee shall help Brightway, upon request and at Brightway's expense, in taking such action, if any, as Brightway may deem appropriate to halt such activities, but shall take no action nor incur any expenses on Brightway's behalf without Brightway's prior written approval. If Brightway undertakes the defense or prosecution of any litigation relating to the Licensed Marks, which Brightway has the right though not the obligation to do, Franchisee agrees to execute any and all documents and to do such acts and things as may, in the opinion of Brightway's legal counsel, be reasonably necessary to carry out such defense or prosecution.
- d) **Franchisee's Use of the Marks.** Franchisee further agrees and covenants to: (i) operate and advertise only under the names or marks designated by Brightway; (ii) adopt and use the Licensed Marks solely in the manner prescribed by Brightway (including, but not limited to, the specific fonts and/or colors prescribed by Brightway); (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 Brightway to liability therefore; (iv) refrain from using the Licensed Marks or any designation confusingly similar thereto in any entity name without Brightway's express authorization, (v) observe all laws with respect to the registration of trade names and assumed or fictitious names, to include in any application therefore a statement that Franchisee's use of the Licensed Marks is limited by the terms of this Agreement, and to provide Brightway with a copy of any such application and other registration documents; and (vi) observe such requirements with respect to trademark and service mark registrations and copyright notices as Brightway 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 use such other appropriate notice of ownership, registration and copyright as Brightway may require. Franchisee may not use the Licensed Marks in connection with the offer or sale of any services or products which Brightway has not authorized for use in connection with the Brightway System. Franchisee may not use the Licensed Marks as part of Franchisee's corporate or other legal name. Franchisee's corporate name and all fictitious names under which Franchisee proposes to do business must be approved by Brightway in writing before use. Franchisee must use Franchisee's corporate or limited liability company name as well as the "D/B/A" name or trade name that is reasonably approved by Brightway.
- e) **New, Modified or Replacement Marks.** Brightway reserves the right, at its sole discretion, to designate one or more new, modified or replacement Licensed Marks for use by Brightway Locations and to

require the use by Franchisee of any such new, modified or replacement Licensed Marks in addition to or in lieu of any previously designated Licensed Marks. 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. Franchisee shall discontinue using all Licensed Marks which Brightway has notified Franchisee, in writing, have been modified or discontinued within ten (10) days of receiving written notice and shall promptly begin using such additional, modified or substituted Licensed Marks.

- f) **Use of Other Marks.** Except as authorized by Brightway in writing, Franchisee shall not use any other marks in the marketing, advertising, or operation of the Brightway Location. Further, Franchisee shall not use any names, URLs, tag lines or any other moniker in any way relating to the operation of the Brightway Location, other than those provided or approved by Brightway.

## 10. Confidential Operating Manual and Confidential Information

- a) **Confidential Operating Manual on Loan to Franchisee.** To protect the reputation and goodwill of the System Locations operating under the Brightway System, and to maintain standards of operation under the Licensed Marks, Franchisee shall operate its Brightway Location in accordance with various written instructions and confidential manuals (hereinafter and previously referred to as the “**Confidential Operating Manual**”), including such amendments thereto, as Brightway may publish from time to time, all of which Franchisee acknowledges belong solely to Brightway and shall be on loan from Brightway to Franchisee during the term of this Agreement. When any provision in this Agreement requires that Franchisee comply with any standard, specification or requirement of Brightway, 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 Brightway in the Confidential Operating Manual or in other writings.
- b) **Confidential Operating Manual Modifications.** Franchisee acknowledges and agrees that Brightway may, from time to time, revise the contents of the Confidential Operating Manual and implement new or different requirements for the operation of the Brightway Location, and Franchisee expressly agrees to promptly comply with all such changed requirements provided that such requirements shall also be applied in a reasonably nondiscriminatory manner to comparable businesses operated under the Brightway System by other System Locations. The implementation of such requirements may require the expenditure of reasonable sums of money by Franchisee.
- c) **Most Current Version of the Confidential Operating Manual.** Franchisee shall at all times ensure that it is using the most current and up-to-date version of the Confidential Operating Manual, which shall be uploaded to the file location designated by Brightway. In the event of any dispute as to the contents thereof, the terms and dates of the master copy maintained by Brightway at its principal place of business shall be controlling.
- d) **Nondisclosure of Confidential Information.** Franchisee acknowledges that the Confidential Operating Manual contains Confidential Information and that all other manuals, materials, goods and information that Franchisee receives from Brightway that are designated confidential will be treated as Confidential Information. All Confidential Information is proprietary and a trade secret of Brightway. Franchisee shall not use or disclose any Confidential Information in an unauthorized manner, and Franchisee expressly acknowledges that the unauthorized use or disclosure of Brightway’s Confidential Information or trade secrets will cause irreparable injury to Brightway and that damages are not an adequate remedy. Accordingly, Franchisee will: (i) not acquire any interest in the Confidential Information; (ii) not use the Confidential Information in any other business or capacity; (iii) exert its best efforts to maintain the confidentiality of the Confidential Information during and after the term of this Agreement (including limiting access to Confidential Information by Franchisee’s employees and representatives to a need-to-

know basis); (iv) not make unauthorized copies of, or extracts from, any portion of the Confidential Information disclosed in written or other tangible form; and (v) adopt and implement all reasonable procedures prescribed from time to time by Brightway to prevent unauthorized use or disclosure thereof by Franchisee, Staff, and Franchisee's officers and other employees, including the use of nondisclosure clauses in agreements with all such persons.

- e) **Maintaining Positive Goodwill.** Franchisee agrees that Franchisee will not at any time make any false, misleading, disparaging or uncomplimentary statements or remarks about Brightway, other System Locations, or any of Brightway's officers, directors, shareholders, employees or affiliated entities or persons, or the Brightway System, with the intent to harm the status, reputation, goodwill or business of such entities or persons, or of the Brightway System.
- f) **New Concepts.** If Franchisee, Franchisee's employees, or principals, develop any new concept, process or improvement in the operation or promotion of the Brightway Location, Franchisee will promptly notify Brightway, and provide Brightway with all of the information necessary to implement the improvement, without any compensation. Any such concept, process or improvement will become Brightway's sole property and Brightway will be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto. Franchisee and Franchisee's principals and agents hereby assign to Brightway any rights they may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and the refo. Franchisee and Franchisee's principals and agents agree to assist Brightway 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 Brightway with all necessary documentations for obtaining and enforcing such rights. Franchisee and Franchisee's principals and agents hereby irrevocably designate and appoint Brightway as Franchisee's 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. In the event that the foregoing provisions of this Section are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's principals and agents hereby grant to Brightway a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

## 11. Marketing and Advertising

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

- a) **Local Advertising Materials.** At its discretion and from time to time, Brightway may provide Franchisee with local advertising and marketing materials, including without limitation, merchandising materials, sales aids, special promotions and similar advertising, and Brightway reserves the right to charge a reasonable price for providing such materials.
- b) **Advertising Requirements.** Franchisee is required to:
  - i. **List Brightway Location in Local and Online Directories.** Obtain listings of the Brightway Location, at Franchisee's expense, in appropriate business directories and publications (both Internet and non-Internet based), and engage in appropriate Internet strategies designed to drive business to its Brightway Location, all as specified from time to time by Brightway;

- ii. **Maintain Required Promotional Materials.** At Franchisee's expense, obtain and maintain any special promotional materials of the kind and size as Brightway may from time to time require for comparable System Locations;
  - iii. **Use Approved Business Stationery.** At Franchisee's expense, use pre-approved vendors to print and maintain business cards, stationery, letterhead, and any required forms that are pre-approved by Brightway;
  - iv. **Use Phone Numbers and Internet Addresses.** Include in all advertising any phone numbers or Internet addresses required by Brightway.
- c) **All Promotional/Marketing/Advertising Materials Must be Pre-Approved.** Franchisee shall submit to Brightway for its prior approval samples of all advertising, promotional or marketing materials to be used by Franchisee that has not been prepared or previously approved by Brightway. If Brightway does not approve of Franchisee's proposed advertising materials in writing within thirty (30) days of receipt, the proposed advertising materials shall be deemed rejected, unless Brightway subsequently conveys otherwise in writing.
- d) **Advertising Fund.** Brightway reserves the right to establish an advertising and marketing fund (the "**Advertising Fund**") for the common benefit of System Locations. Franchisee may be required to participate in and contribute monthly to the Advertising Fund, in the manner Brightway prescribes, and in an amount specified by Brightway at the time such Advertising Fund is created. The amount of the Advertising Fund contributions shall be no more than three percent (3%) of Brightway Sales Commissions Paid to Franchisee (the "**Advertising Fee**"). If Brightway requires Franchisee to contribute to the Advertising Fund, the Advertising Fee shall be deducted from payments to Franchisee in the same manner as the Franchisee Shared Expenses, as specified in Section 8(i) of this Agreement. Brightway has the right to require that an advertising cooperative and/or franchisee advisory council be formed, changed, dissolved or merged.
- i. **Brightway's Use of Advertising Fund.** Brightway will use Advertising Fund contributions, at Brightway's sole discretion, to develop, produce and distribute national, regional and/or local advertising and to create advertising materials and public relations programs which promote, in Brightway's sole judgment, the services offered by System Locations. Brightway has the sole right to determine contributions to and expenditures from the Advertising Fund, or any other advertising program, and sole authority to determine, without limitation, the selection of the advertising materials and programs; provided, however, that Brightway will make a good faith effort to expend Advertising Fund contributions in the general best interests of the Brightway System on a national, regional or local basis. Brightway may use the Advertising Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including the cost of preparing and producing television, radio, magazine and newspaper advertising campaigns, the cost of direct mail and outdoor billboard advertising, the cost of public relations activities and advertising agencies, the cost of developing and maintaining an Internet website and other online advertising/marketing, and personnel and other departmental costs for advertising that Brightway internally administers or prepares. Franchisee acknowledges that not all System Franchisee's will benefit directly or on a pro-rata basis from such expenditures. While Brightway does not anticipate that any part of the Advertising Fund contributions will be used for advertising that is principally a solicitation for the sale of franchises, Brightway reserves the right to use the Advertising Fund for public relations or building recognition of the Brightway brand and to include a notation in any advertisement indicating "Franchises Available."

- ii. **Surveys.** In the interest of continually improving the products and services Brightway offers, Brightway may periodically conduct customer surveys, customer interviews, and other similar initiatives (“**Surveys**”). The cost of such programs will be borne by the Advertising Fund. The cost of these programs may be charged directly to Franchisee if Franchisee’s results from a Survey fall below system-established minimum standards for such Surveys.
  - iii. **Reimbursement of Reasonable Costs and Overhead.** Brightway has the right to reimburse itself from the Advertising Fund contributions for such reasonable costs and overhead, if any, including salaries, as Brightway may incur in activities reasonably related to the direction and implementation of the Advertising Fund.
  - iv. **Brightway’s Contribution to the Fund.** Brightway’s contribution to the Advertising Fund for subsequent company-owned or Affiliate-owned units will be equal to that provided for in Brightway’s Franchise Disclosure Document in the year that the Advertising Fund is implemented. Should the advertising contribution for the System decrease at any time, Brightway has the right to reduce Brightway’s contribution from company-owned and Affiliate-owned units to the rate specified for franchised locations.
  - v. **Advertising Fund Statements.** Upon Franchisee’s request, Brightway will make available within one hundred and twenty (120) days of the end of the fiscal year, a statement of contributions and expenditures for the Advertising Fund. The Advertising Fund is not required to be independently audited. Although Brightway anticipates that all Advertising Fund contributions will be spent in the fiscal year they accrue, if Brightway does not spend all Advertising Fund contributions by the end of each fiscal year, the remaining amounts may be carried over to be expended during the next fiscal year.
- e) **Local Advertising Requirement.** In addition to the Advertising Fund contributions described above, Brightway reserves the right to require Franchisee to spend a certain amount every month, which shall be no more than three percent (3%) of Brightway Sales Commissions Paid to Franchisee, on local advertising and promotion in accordance with an annual plan approved by Brightway and in accordance with Brightway’s standards and specifications (the “**Local Advertising Requirement**”). Franchisee must spend the Local Advertisement Requirement as Brightway prescribes in the Confidential Operating Manual or otherwise in writing, which may include, without limitation, requirements for placing a certain number and/or type(s) of media advertisements. In the event the Local Advertising Requirement is implemented, Franchisee acknowledges and agrees that Franchisee’s Local Advertising Requirement must be expended regardless of the amounts spent by other System Locations on local advertising. Franchisee may spend any additional sums Franchisee wishes on local advertising. Franchisee must use only such advertising and promotional materials as have been previously approved by Brightway, as described in Section 11(c) above. In the event the Local Advertising Requirement is implemented, Franchisee will submit to Brightway an annual plan for Franchisee’s expenditure of Franchisee’s local marketing budget, which Brightway must approve in writing. Franchisee must send Brightway proof of these expenditures within fifteen (15) days of the end of each quarter.
- f) **Opening Advertising Program.** Brightway strongly recommends that Franchisee conduct an opening advertising program to promote the opening of Franchisee’s Brightway Location during the first sixty (60) days following Franchisee’s soft opening. If Franchisee elects to conduct such advertising, Brightway and Franchisee shall work together to determine an appropriate program during the time period following the execution of this Agreement and prior to Franchisee’s opening. All advertising must be approved by Brightway in writing prior to publication, as described in Section 11(c) above.
- g) **Co-op Advertising and Other Marketing Programs.** Brightway will have the right, in its discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative (“**Cooperative**”), and to determine whether a Cooperative is applicable to the Brightway

Location. If a Cooperative is established applicable to the Brightway Location, Franchisee must participate in the Cooperative. Cooperative contributions will be credited towards the Local Advertising Requirement. Cooperative contributions will not exceed the maximum Local Advertising Requirement unless a majority of the Cooperative votes to increase the required Cooperative contributions. If implemented, the following provisions will apply to each Cooperative:

- i. Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, approved in advance by Brightway;
  - ii. Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Brightway's approval, standardized advertising materials for use by the members in local advertising;
  - iii. No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without Brightway's prior approval. All such plans and materials must be submitted to Brightway in accordance with Section 11(c);
  - iv. Cooperative activities will be determined by a majority vote of the member franchisees in the Cooperative;
  - v. Each member franchisee must submit to the Cooperative, no later than the tenth (10<sup>th</sup>) of each calendar month, for the preceding calendar month, its respective contribution as provided in this Agreement together with such other statements or reports as Brightway may require or as may be required by the Cooperative with Brightway's approval; and
  - vi. Brightway may grant to Franchisee or any other franchisee an exemption from participating in a Cooperative at its sole discretion, upon a written request stating the reasons supporting such exemption. Brightway's decision concerning such request for exemption will be final.
- h) **Requirement to Use Only Brightway-Assigned Website and URL.** 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, website, social media page, bulletin board, newsgroup or other Internet-related medium) which in any way uses or displays, in whole or part, the Licensed Marks, or any words, slogans, symbols, logos, designs or terms confusingly similar thereto, or which relates to the Brightway Location in any way, without Brightway's express prior written consent, and then only in such manner and in accordance with such procedures and policies as Brightway may establish from time to time. Without limiting the generality of the foregoing, Franchisee will not cause, permit or allow any of the Licensed Marks, or any words, slogans, symbols, logos, designs or terms confusingly similar thereto, to be used or displayed in whole or part: (i) as, or as a part of, an Internet domain name or URL; (ii) on or in connection with Facebook, Instagram, Twitter or any other social media platform; or (iii) on or in connection with any Internet home page, website content, bulletin board, newsgroup, chat group, blogs, buddy list, instant messenger, meta-tag (or the comparable identifier in any future technology) or other Internet-related activity, without Brightway's express prior written consent, and then only in such manner and in accordance with such procedures and policies as Brightway may establish from time to time. All Brightway Location business conducted via the Internet as aforesaid shall be done only through the assigned Brightway Website, URL and Brightway Web Presence.
- i) **Marketing Representatives Must be Pre-Approved.** Franchisee shall not employ or engage any person to act as a representative of Franchisee in connection with local promotion of the Brightway Location in any public media without the prior written approval of Brightway. Any and all signs, equipment, supplies or materials purchased, leased or licensed by Franchisee must meet the standards specified by Brightway in the Confidential Operating Manual or otherwise in writing.
- j) **Displays at the Premises.** If required by Brightway, Franchisee shall, in such form and manner as may be specified, notify the public that Franchisee is operating the Brightway Location as an independently

owned franchisee of Brightway, and shall identify its business location in the manner specified by Brightway in the Confidential Operating Manual.

## 12. Covenants

During the Term of this Agreement, Franchisee and all Guarantors executing that Guaranty of Franchisee's Undertakings attached hereto as **Exhibit 1** (the "**Guaranty**"), as well as all parents, children, spouses, and siblings of Franchisee and all Guarantors, as applicable (collectively, the "**Covenantors**"), each individually covenant:

- a) **In-Term Non-Compete.** Not to engage, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person or entity, as an owner, operator, employee, producer, agent, manager, consultant, or broker, or to otherwise have any interest in any property and casualty insurance and/or life insurance-related business other than as an authorized owner of a Brightway Location; provided, however, that Covenantors shall not be prohibited hereby from owning equity securities of any insurance agency, whose shares are publicly traded on a stock exchange or on the over-the-counter market so long as a Covenantor's ownership interest represents two percent (2%) or less of the total number of outstanding shares of such business.
- b) **Post-Term Non-Compete.** In the event this Agreement is terminated, expires and is not renewed, or if Franchisee assigns or transfers its interest herein to any person or business organization (except pursuant to Section 13(f) hereof), then for a period of two (2) years after such termination, expiration and non-renewal, or Transfer, not to: (i) engage, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person or entity, as an owner, employee, producer, manager, consultant, or broker, or otherwise have any interest in any business that is competing in whole or in part with Brightway by granting franchises or licenses to operate insurance agencies anywhere in the United States; or (ii) engage, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, as an owner, operator, employee, producer, agent, manager, consultant, or broker, or otherwise have any interest in any property and casualty insurance and/or life insurance-related business at or within a twenty (20)-mile radius of the former Premises or any other franchisee-owned or company-owned Brightway Location that is in operation at the time this Agreement is terminated, expires and is not renewed, or transferred, other than as an authorized owner of another Brightway Location. It is understood and agreed that the purpose of this covenant is not to deprive Covenantor of a means of livelihood and will not do so, but is rather to protect the goodwill and interests of Brightway and the Brightway System.
- c) **In-Term Non-Solicitation of Customers.** Franchisee shall not knowingly, during the term of this Agreement, for any competitive purpose whatsoever, directly or indirectly solicit a prospect, customer or client for any competitive purpose, or accept an order from a prospect, customer or client: (i) of Brightway or any Brightway Location; (ii) to whom Brightway or any other Brightway Location has submitted a bid or quotation; or (iii) that has previously been a customer or client of Brightway or any other Brightway Location in the preceding twenty-four (24) months.
- d) **Post-Term Non-Solicitation of Customers.** Franchisee shall not knowingly, for a two (2) year period following the termination, expiration and non-renewal, or Transfer of this Agreement, for any competitive purpose whatsoever, directly or indirectly solicit a prospect, customer or client for any competitive purpose, or accept an order from a prospect, customer or client: (i) of Brightway or any Brightway Location as of the date of such termination, expiration, non-renewal or Transfer; (ii) to whom Brightway or any Brightway Location, as of the date of such expiration, termination, non-renewal or Transfer, has submitted a bid or quotation; or (iii) that has previously been a customer or client of Brightway or any Brightway Location at any time during the twenty-four (24) months immediately preceding such expiration, termination, non-renewal or Transfer.

- e) **Maintain Confidentiality; Staff Confidentiality Agreements.** During the term of this Agreement and thereafter, not to communicate, directly or indirectly, nor to divulge to or use for their benefit or the benefit of any other person or legal entity, any trade secrets that are proprietary to Brightway or any information, knowledge or know-how deemed Confidential Information under this Agreement, except as expressly permitted by Brightway in writing. Furthermore, in the event of any termination, expiration, non-renewal or Transfer of this Agreement, Covenantors must permanently cease all use of Brightway's Confidential Information, trade secrets, methods of operation or any proprietary components of the Brightway System. The protection granted hereunder shall be in addition to and not in lieu of all other protections for such trade secrets and Confidential Information as may otherwise be afforded in law or in equity. Franchisee's Staff as designated by Brightway must execute and comply with Brightway's prescribed form of Confidentiality and Non-Competition Agreement. Brightway shall be a third-party beneficiary of such agreement, and Franchisee shall not amend, modify or terminate any such agreement without Brightway's prior written consent.
- f) **Covenants are Independent of Other Covenants or Provisions of This Agreement.** 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 or Transfer of this Agreement for any reason. Should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited or length of time, and should such part be capable of being made enforceable by reduction of any or all such restrictions, Franchisee and Brightway agree that the same shall be enforced to the fullest extent permissible under the law. In addition, Brightway may unilaterally, at any time and at its sole discretion, revise any of the covenants in this Section so as to reduce the obligations of Covenantors hereunder. The running of any period of time specified in this Section shall be tolled and suspended for any period of time in which a Covenantor is in violation of any restrictive covenant. Franchisee further expressly agrees that the existence of any claim it may have against Brightway, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Brightway of the covenants set forth in this Section.

### 13. Transfer and Assignment

- a) **Brightway's Right to Transfer.** This Agreement and all rights and duties hereunder may be freely assigned or transferred by Brightway, in whole or in part, without Franchisee's consent, to any person or legal entity that agrees to assume Brightway's obligations hereunder, including a competitor of Brightway, and shall be binding upon and inure to the benefit of Brightway's successors and assigns including, without limitation, any entity which acquires all or a portion of the capital stock of Brightway or any entity resulting from or participating in a merger, consolidation or reorganization in which Brightway is involved, and to which Brightway's rights and duties hereunder (in whole or in part), are assigned or transferred.
- b) **Transfers Require Prior Written Approval.** Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee, and that Brightway has granted Franchisee this franchise in reliance on many factors, including, without limitation, the individual or collective character, skill, aptitude and business and financial capacity of Franchisee. 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 Brightway Location; (iii) the Premises; or (iv) any equity or voting interest in Franchisee; nor permit the Brightway Location to be operated, managed, directed or controlled, directly or indirectly, by any person other than the Designated Agency



Principal (any such act or event is referred to as a “**Transfer**”) without the prior written approval of Brightway, which may be withheld at Brightway’s sole discretion, as described more fully in this Section 13. Any such purported Transfer occurring by operation of law or otherwise, including any Transfer by a trustee in bankruptcy, without Brightway’s prior written consent, shall be a material default of this Agreement, but the transferor shall remain obligated under this Agreement until released by Brightway, or until this Agreement is terminated and all post-term obligations set forth in this Agreement are fulfilled.

- c) **Brightway’s Right of First Refusal in the Event of Any Transfer.** If Franchisee proposes to transfer either this Agreement, any equity interest in Franchisee, all or substantially all of the assets used in connection with the Brightway Location, or any interest in Franchisee’s lease to any third party (other than to a wholly owned entity as set forth in Section 13(f) below), Franchisee shall first offer to sell such interest to Brightway on the same terms and conditions as offered by such third party. Franchisee shall obtain from the third party and provide Brightway a statement in writing, signed by the third party and Franchisee, of the terms of the offer (“**Letter of Intent**”). If Brightway elects not to accept the offer within a thirty (30) day period, Franchisee shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 13(e) below. Franchisee shall effect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section 13(c). Any material change in the terms of the Letter of Intent shall be deemed a new proposal subject to Brightway’s right of first refusal. So long as Franchisee has obtained Brightway’s prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth in this Section 13, is not subject to Brightway’s first right of refusal.
- d) **Franchisee’s Incapacitation.** In the event of Franchisee’s death, disability or incapacitation (or the death, disability or incapacitation of Franchisee’s shareholders, members, partners or personal guarantors), Franchisee’s legal representative or Franchisee’s partner’s or guarantor’s respective legal representative, as applicable, shall have the right to continue the operation of the Brightway Location as the Franchisee under this Agreement if: (i) within forty-five (45) days from the date of death, disability or incapacity (the “**45-Day Period**”), such person has obtained Brightway’s prior written approval and has executed Brightway’s then-current form of franchise agreement for a new five (5) year term, or has furnished a personal guaranty of any partnership, corporate or limited liability company Franchisee’s obligations to Brightway and Brightway’s Affiliates; and (ii) such person successfully completes Brightway’s training program (which Brightway will provide at Brightway’s then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the franchise agreement and are acceptable to Brightway. Brightway is under no obligation to operate the Brightway Location or incur any obligation on behalf of any incapacitated Franchisee, during or after the 45-Day Period. If necessary, Franchisee (or Franchisee’s legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Brightway Location during the 45-Day Period. In the event of Franchisee’s death, disability, or incapacitation, Brightway may (but is not required to) operate the Brightway Location on Franchisee’s behalf and at Franchisee’s expense for such period of time (and under such terms and conditions) as Brightway determines, including paying out the assets and/or revenues of the Brightway Location to cover any or all past, current and/or future obligations (including any amounts owed to Brightway and/or any Affiliate) in such priorities as Brightway determines from time-to-time at Brightway’s sole and absolute discretion. In such a situation, Brightway may pay itself a reasonable amount to reimburse Brightway for Brightway’s management services and other costs. Brightway may obtain approval of a court or arbitrator for any such arrangements, the attorneys’ fees and other costs

incurred in connection with obtaining such approval to be charged against the assets or revenues of the Brightway Location. Franchisee (or Franchisee's estate) will indemnify Brightway against any costs or liabilities incurred by it in connection with, or related in any way to, the operation of the Brightway Location as described herein.

- e) **Consent to Transfer.** Franchisee understands and acknowledges the vital importance of the performance of Franchisee to the market position and overall image of Brightway. Franchisee also recognizes that there are many subjective factors that comprise the process by which Brightway selects a suitable Brightway System franchisee. As of the effective date of the proposed Transfer, Brightway must have forwarded to Franchisee its approval, granted in its Reasonable Business Judgment, of the proposed Transfer to the proposed transferee, in accordance with the provisions of this Section 13. The consent of Brightway to any Transfer by Franchisee shall remain a subjective determination and shall include, but not be limited to, the following conditions:
- i. **Transferee Must be Approved.** The proposed transferee is a person or entity that meets Brightway's then-current standards of qualification for similar Brightway System franchisees, including, without limitation, that transferee: (i) is properly licensed by all governmental and other regulatory agencies and organizations; (ii) meets Brightway's managerial and business standards then in effect for similarly situated Brightway franchisees; (iii) possesses a good moral character, business reputation, and satisfactory credit rating; (iv) is not a competitor of Brightway; (v) will comply with all training and other requirements of Brightway; and (vi) has the aptitude and ability to operate the Brightway Location (as may be evidenced by prior related business experience or otherwise).
  - ii. **Terms are Commercially Reasonable.** The proposed Transfer is at a price and upon such terms and conditions as Brightway shall deem commercially reasonable.
  - iii. **Franchisee's Obligations are Satisfied.** As of the effective date of the proposed Transfer, all obligations of Franchisee under this Agreement, and under any other agreements between Franchisee or its Affiliates and Brightway, are fully satisfied.
  - iv. **Transferee Obligations are Satisfied.** As of the effective date of the proposed Transfer, all obligations of the proposed transferee or its Affiliates to Brightway under all agreements of any kind between the proposed transferee or its Affiliates and Brightway are fully satisfied.
  - v. **Requirements for Transfer.** In addition to the foregoing, the requirements for all such Transfers under this Section are as follows:
    - a. Franchisee or the proposed transferee must request that Brightway provide the prospective transferee with Brightway's current form of Franchise Disclosure Document, and a receipt for such document shall be delivered to Brightway; provided, however, Brightway shall not be liable for any representations other than those contained in such Franchise Disclosure Document.
    - b. The proposed transferee must execute Brightway's then-current form of franchise agreement, which may contain terms and conditions substantially different from those in this Agreement, for a full five (5) year initial term.
    - c. In the event of a transfer/sale/change of a majority of equity interests (51% or greater) of Franchisee, or a transfer/sale/change that results in a change in the Controlling Interest of Franchisee, and except as provided in Section 13(k) below, the proposed transferee shall pay Brightway a Transfer Fee in an amount equal to the then-current Initial Fee being paid to Brightway by new franchisees.
    - d. In the event of a transfer/sale/change of a majority of equity interests (51% or greater) or a transfer/sale/change that results in a change in the Controlling Interest of an Franchisee owning multiple Brightway Locations itself or through its Affiliates, and

except as provided in Section 13(k) below, the proposed transferee shall pay Brightway a Transfer Fee in an amount equal to twice the then-current Initial Fee being paid to Brightway by new franchisees for the type of agencies (Office Agency or Retail Agency) to be transferred (regardless of the number of Brightway Locations involved). By way of example, the Transfer Fee for three (3) Retail Agencies would be \$100,000, assuming Brightway's then-current Initial Fee for a Retail Agency is fifty thousand dollars (\$50,000).

- e. In the event of a transfer under Section 13(f) below or transfers that solely consist of a transfer/sale change of a minority of equity interests of Franchisee and without a change in Controlling Interest, the Transfer Fee shall equal two thousand five-hundred dollars (\$2,500). Similarly, Brightway reserves the right to reduce the Transfer Fee described in Section 13(e)(vi)(c) above to two thousand five-hundred dollars (\$2,500) in the event the following conditions are met: (i) the Transfer involves a minority owner of Franchisee purchasing the equity interests of the majority owner of Franchisee; (ii) the minority owner must have had an active working role as a producer of the Brightway Location for a period of at least five (5) years preceding the date of the Transfer; and (iii) Franchisee must have paid a full lump sum Initial Fee to Brightway in connection with the original purchase or acquisition of the Brightway Location.
  - f. Franchisee and the transferee must execute Brightway's prescribed form of consent to transfer agreement, which shall include a general release in a form satisfactory to Brightway, of any and all claims against Brightway, its Affiliates and their officers, directors, attorneys, shareholders, and employees, in their corporate and individual capacities.
  - g. The transferee and its personnel must complete, to Brightway's satisfaction, the initial training then required by Brightway.
  - h. Franchisee must purchase an Errors & Omissions "Tail Policy" from a provider designated by Brightway that is reasonably satisfactory to Brightway, as determined by Brightway in its sole discretion.
- f) **One-time Transfer to Legal Entity Wholly Owned by Individual Franchisee.** Notwithstanding Section 13(e) of this Agreement, it is understood and agreed that if Franchisee is an individual, he/she may assign this Agreement, the Brightway Location, and Franchisee's rights and obligations hereunder on one occasion to a legal entity organized and wholly-owned by Franchisee for that purpose only. Brightway shall be given thirty (30) days' advanced written Notice of such assignment to review the terms thereof, and, upon entering into Brightway's prescribed form of Consent to Transfer Agreement, such legal entity shall have all of the rights and obligations of Franchisee under this Agreement, and the term "Franchisee" as used herein shall refer to such legal entity. 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 such obligations, jointly and severally with such legal entity, and shall enter into the Guaranty attached as **Exhibit 1** to this Agreement. Such legal entity shall at no time engage in any business or activities other than the exercise of the rights herein granted to Franchisee and the performance of its obligations as Franchisee hereunder. Any such assignment completed under this Section 13(f) will not be subject to Brightway's right of first refusal set forth in Section 13(c) hereof. The Transfer Fee imposed in connection with a transfer under this Section 13(f) will be two thousand five-hundred dollars (\$2,500).
- g) **Brightway's Consent to Transfer.** Brightway's consent to a Transfer of any interest in Franchisee granted herein shall not constitute a waiver of any claims it may have against the transferring party, nor shall it

be deemed a waiver of Brightway's right to demand exact compliance with any of the terms of this Agreement by the transferee.

- h) **Assignment of Interests.** Brightway will not require approval of the assignment or hypothecation of all or any part of the assets of the Brightway Location or the stock or other interests in Franchisee, excluding Franchisee's rights under this Agreement or the franchise granted hereunder, to a bank or other lending institution as collateral security for loans made directly to or for the benefit of the Brightway Location. However, Brightway's approval will be required for any proposed assignment or hypothecation of this Agreement or the franchise granted hereunder if such an assignment/hypothecation would permit any transfer or assignment of this Agreement or the franchise granted hereunder without compliance by the transferee or assignee with the provisions of Section 13 hereof.
- i) **Restriction on Franchisee Stock.** If Franchisee is a corporation or other business entity, all certificates representing shares 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 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 is restricted pursuant to the terms of a Franchise Agreement dated \_\_\_\_\_, 20\_\_, by and between Brightway Insurance, LLC, a Florida limited liability company, and the issuer of these shares."
- j) **Right to Compensation Following Transfer.** The parties expressly acknowledge and agree that in the event Brightway, at its sole discretion, consents to a Transfer pursuant to the terms of this Section 13 (other than a Transfer pursuant to Section 13(f), 13(h), or a transfer of a minority interest in Franchisee), then all of the transferor's rights to compensation under this Agreement, including but not limited to Post-Term Extended Earnings described in Section 17, shall immediately cease and all such amounts shall revert to Brightway on the effective date of the Transfer.
- k) **Gifting the Franchise.** Notwithstanding the provisions of this Section 13, in the event of a Transfer meeting all of the other requirements of this Section 13, pursuant to which: (i) the transferor Franchisee and its owners and Affiliates receive no direct or indirect financial remuneration or benefit from the proposed transferee in connection with the Transfer (as would be the case with a gift of the entire Brightway Location to a family member or a key employee); (ii) in the case of a Transfer of the equity interests of the existing Franchisee, no owner of the Franchisee's existing equity interests retains any direct or indirect equity interest in such entity or any right to future compensation from such entity (and is not granted any such direct or indirect equity interests in the future); and (iii) Franchisee expressly waives all of its rights, in writing, to any Post-Term Extended Earnings as defined in Section 17, then:
  - i. No Transfer Fee shall be payable to Brightway by the transferee; and
  - ii. Notwithstanding anything to the contrary in Section 13(j), the transferee shall be entitled to receive both: (i) all of the transferor Franchisee's rights under Section 8 of this Agreement to a portion of Brightway Sales Commissions on Renewal Business for Policies in effect prior to the date of Transfer; and (ii) all of the compensation specified in Section 8 of this Agreement for policies which take effect after the date of Transfer; provided, however, that at least five (5) days prior to the consummation of any such Transfer, the transferor Franchisee must provide Brightway with complete copies of all agreements and other transaction documents to be executed or delivered by the transferor Franchisee and the proposed transferee in connection with the Transfer.
- l) **Following the Gifting of a Franchise.** In the event of any Transfer made in compliance with the requirements of Section 13(k), then for a period of three (3) years following the date of the Transfer: (i) the transferor Franchisee and its owners and Affiliates shall submit to Brightway, on an annual basis (by no later than May 15<sup>th</sup> of each year), a copy of their U.S. federal tax returns for the applicable year; and

(ii) upon reasonable advance notice to the transferor Franchisee, the transferor Franchisee and its owners and Affiliates shall accord to Brightway, its accountants, attorneys and agents, the right to examine or inspect the financial books and records of the transferor Franchisee and its owners and Affiliates for the purpose of determining whether the transferor Franchisee or its owners or Affiliates received any direct or indirect financial remuneration or benefit from the transferee in connection with the Transfer (or, in connection with the Transfer of Franchisee's equity interests, retained or subsequently obtained any direct or indirect equity interests in Franchisee). In the event that Brightway determines that the transferor Franchisee or its owners or Affiliates received, at any time, any direct or indirect financial remuneration or benefit from the transferee in connection with the Transfer (or, in connection with the Transfer of Franchisee's equity interests, retained or subsequently obtained any direct or indirect equity interests in Franchisee), the transferor Franchisee or its owners shall, within thirty (30) days of receiving Notice from Brightway of such determination, pay to Brightway a sum equal to one hundred and twenty-five percent (125%) of the Transfer Fee to which Brightway would have otherwise been entitled to receive from the transferee pursuant to the terms of Section 13(e).

#### 14. Additional Representations and Warranties

- a) **Duly Organized.** 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) **Agreement Doesn't Violate Other Obligations to Third Parties.** Franchisee represents and warrants that the execution of this Agreement, the operation of the Franchisee's Brightway Location, and the performance of all of the terms and conditions of this Agreement by Franchisee, Staff and Franchisee's owners, officers, directors, and employees will not and shall not violate the terms of any contractual, legal or other obligations with any third party.
- c) **All Applicable Licensing Laws/Regulations Must be Followed.** Franchisee represents and warrants that Staff and Franchisee's owners, officers, directors, employees or independent contractors that are required to be duly and fully licensed by any regulatory organization, governmental agency or any Contracted Company shall be, at all times during the term of this Agreement, duly and fully licensed and appointed as insurance agents under Brightway's master licenses and appointments as required by Brightway, and shall have and maintain all other required licenses, registrations, and authorities to sell, renew, service or deliver Policies in any state in which Franchisee sells, renews, services or delivers such Policies.
- d) **Notify Brightway of Any and All Litigation.** Franchisee shall immediately notify Brightway of any and all litigation to which Franchisee or any of Franchisee's Affiliates, Staff, 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.
- e) **Notify Brightway of Any and All Investigations.** Franchisee shall notify Brightway of any and all investigations of or hearings related to Franchisee or any of Franchisee's Affiliates, Staff, owners, directors, officers, employees or independent contractors that are conducted by any regulatory organization, governmental agency, or Contracted Company, and represents and warrants that no such investigations or hearings are now pending.
- f) **Authority to Enter Into this Agreement.** If a corporation or other business entity, Franchisee represents and warrants that 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 and to carry out the terms and conditions set forth herein.

- g) **Adherence to Anti-Terrorism Laws.** Franchisee certifies that neither Franchisee, nor Franchisee’s owners, Staff or anyone associated with Franchisee is listed in the Annex to Executive Order 13224 (the “Annex”). Franchisee agrees not to hire or have any dealings with a person listed in the Annex. Franchisee certifies that Franchisee has no knowledge or information that, if generally known, would result in Franchisee, Franchisee’s owners, Staff, or anyone associated with Franchisee being listed in the Annex. Franchisee agrees to comply with and assist Brightway to the fullest extent possible in Brightway’s efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee certifies, represents, and warrants that none of Franchisee’s property or interests are subject to being “blocked” under any of the Anti-Terrorism Laws and that Franchisee and Franchisee’s owners or principals are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that Franchisee’s indemnification responsibilities as provided in Section 20(b) of this Agreement pertain to Franchisee’s obligations under this Section 14(g). Any misrepresentation by Franchisee under this Section or any violation of the Anti-Terrorism Laws by Franchisee, Franchisee’s owners, principals or employees shall constitute grounds for immediate termination of this Agreement in accordance with the terms of Section 15(b)(xix). As used herein, “Anti-Terrorism Laws” means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any governmental authority (including without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

## 15. Default and Termination

- a) **Automatic Termination.** This Agreement shall automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:
- i. **Voluntary Bankruptcy.** If Franchisee or any Guarantor makes an assignment for the benefit of creditors, 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, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Brightway Location.
  - ii. **Involuntary Bankruptcy.** If proceedings are commenced to have Franchisee or any Guarantor adjudicated bankrupt or to seek Franchisee’s reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for Franchisee or the Brightway Location without Franchisee’s consent, and the appointment is not vacated within sixty (60) days.
  - iii. **Unauthorized Transfer.** If Franchisee purports to sell, transfer or otherwise dispose of the franchise or any interest in Franchisee or the Brightway Location in violation of Section 13 hereof.
- b) **With Notice and Without Opportunity to Cure.** Brightway has the right to terminate this Agreement upon notice without providing Franchisee an opportunity to cure upon the occurrence of any of the following:

- i. **Criminal Acts.** If Franchisee’s owners, officers, directors, employees, Staff or independent contractors are convicted of or plead guilty or no contest to a felony, or take part in any criminal misconduct relevant to the operation of Franchisee’s Brightway Location.
- ii. **Fraud.** If Franchisee’s owners, officers, directors, employees, Staff or independent contractors commit any fraud, whether or not directly related to the operation of the Brightway Location.
- iii. **Misrepresentation.** If Franchisee’s owners, officers, directors, employees, Staff or independent contractors make any misrepresentation or omission in connection with Franchisee’s franchise application, including but not limited to any financial misrepresentation.
- iv. **Failure to Complete Training.** If Franchisee’s owners, officers, directors, employees, Staff or independent contractors do not successfully complete training as described in Section 5(a)(iii).
- v. **Repeated Breaches.** If Brightway sends Franchisee two (2) or more written notices to cure pursuant to Sections 15(b), (c) or 15(d) hereof in any twelve (12)-month period, whether or not the defaults are similar and whether or not they are cured.
- vi. **Breach of Other Agreements.** If Franchisee or Franchisee’s affiliates, owners, officers, directors, employees, Staff or independent contractors materially breach any other agreement with Brightway or any of Brightway’s Affiliates, or threaten any material breach of any such agreement, or the lease for the Brightway Location, and fail to cure such breach within any permitted period for cure.
- vii. **Misuse of the Licensed Marks or Confidential Information.** If Franchisee’s owners, officers, directors, employees, Staff or independent contractors violate any provision hereof pertaining to Licensed Marks or Confidential Information or misuse the Licensed Marks or Confidential Information, including but not limited to any action that brings disrepute or damages the goodwill of the Licensed Marks.
- viii. **Violation of Health or Safety Law.** If Franchisee’s owners, officers, directors, employees, Staff or independent contractors violate any health, safety or sanitation law, ordinance or regulation, or operate the Brightway Location in a manner that presents a health or safety hazard to any customers or the general public.
- ix. **Violation of In-term Restrictive Covenant.** If any Covenantor violates any of the in-term restrictive covenants set forth in Section 12 of this Agreement.
- x. **Liens.** If a levy of writ of attachment or execution or any other lien is placed against Franchisee or any of Franchisee’s assets, which is not released or bonded against within thirty (30) days.
- xi. **Insolvency.** If Franchisee or Controlling Interest becomes insolvent.
- xii. **Abandonment.** If Franchisee, Franchisee’s owners or Designated Agency Principal voluntarily or otherwise abandons the Brightway Location. The term “abandon” includes any conduct which indicates a desire or intent to discontinue the operation of the Brightway Location at the Premises on a full-time basis in accordance with the terms of this Agreement, and shall apply in any event Franchisee fails to (a) operate the Brightway Location as a System Location for a period of two (2) or more consecutive days without Brightway’s prior written approval, or (b) produce any new business for a period of two (2) or more consecutive months.
- xiii. **Unauthorized Products or Services.** If Franchisee’s owners, officers, directors, employees, Staff or independent contractors offer any unauthorized and unapproved products or services at or from the Brightway Location or representing the Brightway Location at any other location.
- xiv. **Unauthorized Contracted Company Appointment.** If Franchisee’s owners, officers, directors, employees, Staff or independent contractors sell or attempt to sell a Policy on behalf of an insurance carrier that is not an approved Contracted Company, or if Franchisee’s owners, officers, directors, employees, Staff or independent contractors secure or attempt to secure an appointment with an insurance carrier that is not an approved Contracted Company.

- xv. **Failure to Maintain Insurance.** If Franchisee fails to maintain the required insurance or to repay Brightway for insurance paid for by it, or otherwise fails to adhere to the requirements of Section 18.
  - xvi. **Violation of Insurance Law or Government Actions.** If Franchisee's owners, officers, directors, employees, Staff or independent contractors violate any laws or regulations related to the insurance industry, or if there is any governmental or other regulatory action taken against Franchisee resulting from Franchisee's operation of the Brightway Location in a manner that is not authorized by Brightway.
  - xvii. **Misuse of Assets or Information.** If Franchisee's owners, officers, directors, employees, Staff or independent contractors use the assets of the Brightway Location or the assets of customers of the Brightway Location or Brightway for personal use, including any misuse of a customer's identifying information.
  - xviii. **Anti-Terrorist Activities.** If Franchisee fails to comply with the provisions of Section 14(g) of this Agreement.
  - xix. **Unauthorized Relocation.** If Franchisee relocates the Brightway Location without Brightway's prior written approval and consent.
  - xx. **Contracted Companies.** If Franchisee's owners, officers, directors, employees, Staff or independent contractors cause Brightway to lose its contract with any of the Contracted Companies, or otherwise materially harms Brightway's relationship with any of the Contracted Companies.
  - xxi. **Failure to Submit Financial Reports.** If Franchisee fails to submit timely and accurate financial reports using Brightway's designated chart of accounts for any reporting period.
  - xxii. **Other Conduct Reflecting Adversely on System.** If Franchisee's owners, officers, directors, employees, Staff or independent contractors conduct themselves in a manner that, although not criminal, reflects adversely on the Brightway System, the Licensed Marks, or the products and services offered through the System.
  - xxiii. **Failure to Open.** If Franchisee fails to commence operations of the Brightway Location within the time prescribed in Section 6(a)(xi) of this Agreement.
  - xxiv. **Proprietary Software.** If Franchisee misuses or makes unauthorized use of any proprietary software Brightway developed for use within the Brightway System.
- c) **Upon 15 Days' Notice to Cure.** Brightway has the right to terminate this Agreement if Brightway provides Franchisee with Notice of any of the following defaults, and such default remains uncured for a period of fifteen (15) days following receipt of such Notice:
- i. **Nonpayment.** If Franchisee's owners, officers, directors, employees, Staff or independent contractors fail to pay, as and when due, any sums owed to Brightway, any of Brightway's Affiliates, or any of Brightway's suppliers or vendors.
  - ii. **Endorsement of Checks.** If Franchisee's owners, officers, directors, employees, Staff or independent contractors fail to immediately endorse and deliver to Brightway any payments due to Brightway from any third party that is erroneously made to Franchisee, or fail to deposit customer payments in the designated bank account within the timeframe designated in the Confidential Operating Manual.
  - iii. **Interruption of Service.** If Franchisee fails to maintain the prescribed months, days or hours of operation at the Brightway Location, as described in the Confidential Operating Manual.
  - iv. **Failure to Personally Supervise Business Operations or Employ Adequate Personnel.** If Franchisee or Designated Agency Principal fail to, at all times, personally supervise day-to-day operation of the Brightway Location, or if Franchisee fails to, at all times, employ a sufficient



- number of qualified, competent personnel as Brightway requires. If such staffing requirements change, it is Franchisee's responsibility to comply with the then-current requirements.
- v. **Quality Control.** If Franchisee's owners, officers, directors, employees, Staff or independent contractors fail to maintain the strict quality controls reasonably required by this Agreement or the Confidential Operating Manual.
  - vi. **Licenses and Permits.** If Franchisee fails to procure or maintain any licenses, certifications, or permits necessary for the operation of the Brightway Location.
  - vii. **Using Unauthorized Vendors.** If Franchisee's owners, officers, directors, employees, Staff or independent contractors order or purchase supplies, signs, furnishings, fixtures, telephones, computer hardware or software, marketing materials or any other equipment or materials used in connection with the Brightway Location from any unapproved supplier, vendor or company.
- d) **Upon 30 Days' Notice to Cure.** Brightway has the right to terminate this Agreement if Brightway provides Franchisee with Notice that Franchisee or Franchisee's owners, officers, directors, employees, Staff or independent contractors have failed to perform or comply with any one or more of the other terms or conditions of this Agreement, the Confidential Operating Manual, or any ancillary agreements between Franchisee and Brightway or Brightway's Affiliates, and such default remains uncured for a period of thirty (30) days following receipt of such Notice.
  - e) **Step-In Rights.** In addition to Brightway's right to terminate this Agreement, and not in lieu of such right, or any other rights Brightway may have against Franchisee, upon a failure to cure any default within the applicable time period (if any), Brightway has the right, but not the obligation, to enter the Brightway Location Premises and exercise complete authority with respect to the operation of the Brightway Location until such time that Brightway determines, at its sole discretion, that the default has been cured and Franchisee is otherwise in compliance with this Agreement. In the event Brightway exercises the rights described in this Section, Franchisee must reimburse Brightway for all reasonable costs and overhead, if any, incurred in connection with its operation of the Brightway Location including, without limitation, costs of personnel for supervising and staffing the Brightway Location and their travel and lodging accommodations. If Brightway undertakes to operate the Brightway Location pursuant to this Section, Franchisee agrees to indemnify and hold Brightway (and Brightway's representatives and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of Brightway's operation of the Brightway Location.
  - f) **Non-Waiver.** Brightway's delay in exercising or failing to exercise any right or remedy under this Agreement or Brightway's acceptance of any late or partial payment due hereunder shall not constitute a waiver of any of Brightway's rights or remedies against Franchisee.
  - g) **Notice.** In the event that Franchisee claims that Brightway has failed to meet any obligation under this Agreement, Franchisee shall provide Brightway with written Notice of such claim within one (1) year of its occurrence, specifically enumerating all alleged deficiencies and providing Brightway with an opportunity to cure, which shall in no event be less than thirty (30) days from the date of receipt of such Notice by Brightway from Franchisee. Failure to give such Notice shall constitute a waiver of any such alleged default.

## 16. Post-Term Rights and Obligations

- a) **Franchisee's Obligations.** Upon termination of this Agreement, regardless of the cause, or upon expiration and non-renewal or Transfer of this Agreement (other than a Transfer made pursuant to Section 13(f) or a transfer of a minority interest in Franchisee), Franchisee must, at Franchisee's cost and expense:
  - i. **Cease All Operations.** Cease immediately all operations under this Agreement;

- ii. **Pay Outstanding Debt.** Pay Brightway immediately all unpaid fees and pay Brightway, Brightway's Affiliates, and Brightway's suppliers and vendors, all other monies owed;
- iii. **Discontinue Use of Licensed Marks.** Immediately discontinue the use of the Licensed Marks, and promptly surrender all stationery, printed matter, advertising materials and other items containing the Licensed Marks and all items which are a part of the trade dress of the Brightway System, as Brightway directs;
- iv. **Discontinue Use of Proprietary Materials.** Delete or destroy any locally saved copies of Brightway property including but not limited to the Confidential Operating Manual, customer lists, and all other proprietary materials and Confidential Information Brightway loaned to Franchisee, and immediately and permanently cease use of such information and materials;
- v. **Discontinue and Redirect All Listings.** Immediately cease using all telephone numbers and online and offline listings used in connection with the operation of the Brightway Location and direct the telephone company and any online or offline directory or other services to transfer all such numbers and listings to Brightway or Brightway's designee pursuant to the Conditional Assignment of Franchisee's Telephone Numbers, Facsimile Numbers, and Domain Names attached hereto as **Exhibit 6** or, if Brightway directs, to disconnect the numbers;
- vi. **Remove All Signage.** Franchisee does hereby grant in favor of Brightway a lien upon all exterior signs or other signage bearing any Licensed Marks which are to be displayed on the exterior of the Premises, and, in the event of any termination, expiration and non-renewal, or Transfer of this Agreement, Franchisee agrees to immediately remove such signage bearing any of the Licensed Marks from the Premises. If Franchisee fails to make such alterations within five (5) days after termination, expiration and non-renewal, or Transfer of this Agreement, Franchisee agrees that Brightway or its designated agents may enter upon the Premises at any time to make such alterations, at Franchisee's sole risk and expense, without liability for trespass;
- vii. **Cease Identifying as Brightway.** Cease to hold itself out as Brightway's franchisee, agency owner, or as otherwise being affiliated with Brightway in any fashion or form;
- viii. **Cease Using Trade Name.** Take such action as shall be necessary to amend or cancel any assumed name, business name or equivalent registration that contains any trade name or other Licensed Mark Brightway licensed to Franchisee, and furnish Brightway satisfactory evidence of Franchisee's compliance with this obligation within thirty (30) calendar days after the termination, expiration and non-renewal, or Transfer of this Agreement;
- ix. **Allow Brightway to Perform Final Inspection of Books.** Permit Brightway to make final inspection of Franchisee's financial records, books, and other accounting records at any time within twenty-four (24) months of the effective date of termination, expiration and non-renewal, or Transfer;
- x. **Comply with Post-Termination Covenants.** Comply with the post-termination covenants set forth in Section 12 and any other applicable Section of this Agreement, all of which shall survive the termination, expiration and non-renewal, or Transfer of this Agreement;
- xi. **Cease Using Methods.** Cease to use in advertising or in any other manner any methods, procedures or techniques associated with Brightway or the Brightway System;
- xii. **Perform all Offboarding Duties.** Execute from time to time any necessary papers, documents, and assurances to effectuate the intent of this Section 16, and otherwise comply with Brightway's offboarding process;
- xiii. **Surrender Customer Information.** Promptly turn over all lists and information Franchisee may have about former, existing, or potential customers;
- xiv. **Forward Correspondence.** Set up mail forwarding from the former Brightway Location as directed by Brightway;

- xv. **Obtain E&O Tail Policy.** Obtain an Errors & Omissions Tail Policy from a provider designated by Brightway, at Franchisee's expense and for a period of three (3) years following the date of termination, expiration and non-renewal, or Transfer;
  - xvi. **Vacate Premises.** Immediately vacate the Premises upon receipt of written notice from Brightway, or if Brightway exercises Brightway's rights pursuant to a Collateral Assignment of Lease; and
  - xvii. **Execute a General Release.** Execute a general release in a form satisfactory to Brightway, of any and all claims against Brightway, its Affiliates and their officers, directors, attorneys, shareholders, and employees, in their corporate and individual capacities.
- b) **Power of Attorney.** Franchisee hereby irrevocably appoints Brightway as Franchisee's attorney-in-fact to execute in Franchisee's name and on Franchisee's behalf all documents necessary to discontinue Franchisee's use of the Licensed Marks and Confidential Information, or to otherwise effectuate the obligations set forth in Section 16(a) above.
- c) **Option to Purchase Personal Property.** Upon the termination or expiration of this Agreement, Brightway or Brightway's designee shall also have the option, but not the obligation, to purchase any personal property used in connection with the operation of Franchisee's Brightway Location, by providing Franchisee written notice of Brightway's election within sixty (60) calendar days after such termination or expiration and paying Franchisee the book value for such personal property within sixty (60) calendar days of such notice. For purposes of this paragraph, "book value" means the amount Franchisee actually paid for the personal property less depreciation (calculated by using the straight-line depreciation method on a five (5) year depreciation schedule irrespective of the depreciation method or schedule Franchisee uses for accounting purposes). Notwithstanding the foregoing, to the extent that Brightway exercises Brightway's right to purchase any personal property that is subject to a lease or financing agreement, the purchase price of such personal property shall equal the amount of Franchisee's remaining obligations under the lease or financing agreement, as applicable. Brightway shall be entitled to offset the purchase price by the amount of money owed by Franchisee to Brightway for any payments necessary to acquire clear title to property or for any other amounts owed under this Agreement. If Brightway exercises Brightway's option to purchase, pending the closing of such purchase, Brightway has the right to appoint a manager to maintain operation of the Brightway Location, or Brightway may require that Franchisee close the Brightway Location during such period without removing any assets. Franchisee is required to maintain in force all insurance policies required under this Agreement until the date of such closing. Brightway has the unrestricted right to assign this option to purchase personal property of the Brightway Location. Brightway will be entitled to all customary warranties and representations in connection with Brightway's purchase of Franchisee's property, including, without limitation, representations and warranties as to ownership and condition of and title to the property; liens and encumbrances on the property; validity of contracts and agreements; and liabilities affecting the property, contingent or otherwise. Brightway may exclude from the personal property purchased hereunder cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the operation of the Brightway Location, or that Brightway has not approved as meeting standards for the Brightway Location.
- d) **Damages, Costs, and Expenses.** In the event of termination for any default by Franchisee, Franchisee shall promptly pay to Brightway all damages, costs and expenses, including reasonable attorneys' fees, incurred by Brightway as a result of the default, including but not limited to any costs incurred by Brightway in curing said default on Franchisee's behalf, which obligation shall give rise to and remain, until paid in full, a lien in favor of Brightway against any and all of Franchisee's personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Brightway Location.

## 17. Post-Term Extended Earnings

- a) **Eligibility for Post-Term Extended Earnings.** In the event Franchisee is eligible but elects to not renew this Agreement pursuant to Section 3(b), then Franchisee may be entitled to receive certain post-termination compensation from Brightway, which compensation is referred to herein as “**Post-Term Extended Earnings.**” Post-Term Extended Earnings can only be earned when Franchisee is eligible but elects not to renew this Agreement, and Franchisee acknowledges and agrees that any right to receive Post-Term Extended Earnings automatically becomes null and void in the event of a Transfer or gift of the Brightway Location, or in the event Brightway terminates this Agreement for cause. In order to be entitled to receive Post-Term Extended Earnings, Franchisee’s Brightway Location must have generated greater than twenty thousand dollars (\$20,000) in Brightway Sales Commissions Paid to Franchisee during the twelve (12) months of operation preceding the expiration date of this Agreement.
- b) **Calculating Post-Term Extended Earnings.** The total Post-Term Extended Earnings payable to Franchisee shall be an amount equal to one hundred and fifty percent (150%) of that portion of the Brightway Sales Commissions Paid to Franchisee pursuant to this Agreement on account of Renewal Business during the twelve (12) months immediately preceding the non-renewal of this Agreement.
- c) **When Post-Term Extended Earnings are Paid.** Franchisee’s Post-Term Extended Earnings shall be paid by Brightway to Franchisee in twenty-four (24) monthly installments, commencing with the first month following the effective date of expiration and non-renewal of this Agreement, and shall be payable via electronic funds transfer to an account designated in writing by Franchisee.
- d) **Brightway to Provide Calculations.** Within ten (10) days of the expiration and non-renewal of this Agreement, Brightway shall provide Franchisee with written Notice of its calculations (together with such supporting documentation as Brightway deems appropriate) of Franchisee’s Post-Term Extended Earnings and the monthly payments to be made to Franchisee pursuant to this Section, and the first twelve (12) payments shall be in equal amounts and shall equal fifty percent (50%) of the total Post-Term Extended Earnings, as determined based on this initial calculation.
- e) **First Recalculation.** One (1) year following the date of the expiration and non-renewal of this Agreement, Brightway shall recalculate the total Post-Term Extended Earnings for the purposes of determining the final twelve (12) payments, and Brightway shall have the right to reduce the total Post-Term Extended Earnings payable to Franchisee by an amount equal to that portion of the total Post-Term Extended Earnings attributable to commissions paid on any Policy or Client Account which does not renew in the one (1) year following the expiration and non-renewal of this Agreement. Franchisee expressly acknowledges that Brightway will not be responsible for any Policies or Client Accounts that fail to renew, regardless of the reason for non-renewal.
- f) **Second Recalculation.** Furthermore, one (1) year following the date of expiration and non-renewal of this Agreement, Brightway shall perform an additional recalculation of the Post-Term Extended Earnings payable to Franchisee for the purpose of taking into account the Renewal Business for Client Accounts generated by Franchisee that were considered New Business during the twelve (12) months immediately preceding expiration and non-renewal, as well as changes in premium. The recalculated total Post-Term Extended Earnings shall be an amount equal to one hundred and fifty percent (150%) of the portion of the Brightway Sales Commissions that would have been paid to Franchisee pursuant to this Agreement on Renewal Business for Client Accounts generated by Franchisee during the twelve (12) months immediately following the expiration and non-renewal of this Agreement. The amounts payable to Franchisee during installment period months thirteen (13) through twenty-four (24) shall then be revised to reflect twelve (12) equal payments based on the recalculated total Post-Term Extended Earnings divided by the twenty-four (24) month installment period.

- i. **Example:** The Brightway Sales Commissions Paid to Franchisee on account of Renewal Business during the 12 months immediately preceding the expiration and non-renewal of this Agreement by Franchisee is \$600,000. To calculate Post-Term Extended Earnings, this amount (\$600,000) is multiplied by 150% to arrive at \$900,000, which is then divided by 24 to determine the amount of monthly payments for the first 12 months, which would be \$37,500. After 12 months, after performing the recalculations described in Sections 17(e) and 17(f) above, the adjusted amount of Brightway Sales Commissions Paid to Franchisee on account of Renewal Business could be \$620,000 (taking into account rate increases, book maturity and retention). That amount is then multiplied by 150% to arrive at \$930,000, which is then divided by 24 to determine the amount of monthly payments for months 13-24, which would be \$38,750.

First Calculation of Post-Term Extended Earnings

|  | <b>New Business</b> | <b>Renewal Business</b> |
|--|---------------------|-------------------------|
| Commissions Paid in 12 Months Preceding Expiration and Non-renewal | \$100,000           | \$600,000               |
| Post-Term Extended Earnings Calculation Gross Up                   | n/a                 | 150%                    |
| Post-Term Extended Earnings  |                     | \$900,000               |
| Amount of Each Installment Payment 1 through 12                    |                     | \$37,500                |

Re-calculation of Post-Term Extended Earnings

|  | <b>New Business</b> | <b>Renewal Business</b> |
|--|---------------------|-------------------------|
| Commissions That Would Have Been Paid            | n/a                 | \$620,000               |
| Post-Term Extended Earnings Calculation Gross Up | n/a                 | 150%                    |
| Post-Term Extended Earnings                      |                     | \$930,000               |
| Amount of Each Installment Payment 13 through 24 |                     | \$38,750                |

- g) **When Post-Term Extended Earnings Terminate.** Notwithstanding the foregoing, all of Franchisee’s rights to receive the Post-Term Extended Earnings shall immediately terminate, upon written Notice from Brightway, in the event Franchisee fails to comply with: (i) any of the post-term obligations set forth in Section 16 of this Agreement; (ii) any of the post-term covenants set forth in Section 12 of this Agreement; or (iii) any of the confidentiality or non-disclosure provisions set forth in this Agreement.

**18. Insurance**

- a) **Required Insurance Policies.** Subject to applicable law and eligibility requirements, Franchisee shall, at its expense, no later than the date of commencement of the business contemplated by this Agreement, procure and maintain in full force and effect throughout the term of this Agreement: (i) a standard Business Owners Policy providing coverage for Franchisee’s Brightway Location, Premises and operation

with liability limits of not less than \$1,000,000/\$1,000,000; (ii) a Workers Compensation Policy with liability limits of not less than \$500,000/\$500,000; (iii) an Employment Practices Liability Policy providing coverage for Franchisee with liability limits of not less than \$500,000/\$500,000; and (iv) any other types of policies that Brightway determines necessary for the operation of the Brightway Location, as communicated in the Confidential Operating Manual or otherwise in writing. Franchisee agrees to carry such insurance as may be required by the lease of the Premises or by any of Franchisee's lenders or equipment lessors. Franchisee shall add Brightway and its designees and assignees to all insurance contracts as additional insureds under the insurance policies, the cost of which will be paid by Franchisee. The types and amounts of insurance to be acquired and maintained by Franchisee may be modified as provided in the Confidential Operating Manual or otherwise in writing by Brightway.

- b) **Certificates of Insurance on File with Brightway.** Franchisee shall make timely delivery of certificates of all required insurance to Brightway, each of which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days' prior written Notice to Brightway.
- c) **Franchisee's Liability to Brightway.** The procurement and maintenance of such insurance shall not relieve Franchisee of any liability to Brightway under any indemnification requirement set forth in this Agreement.
- d) **Brightway's Option to Force Place.** If Franchisee fails to comply with the minimum insurance requirements set forth herein, Brightway has the right to obtain such insurance and keep the same in force and effect and Franchisee shall pay Brightway, on demand, the premium cost thereof and administrative costs of eighteen percent (18%) in connection with Brightway obtaining the insurance.

#### **19. Taxes, Permits, Indebtedness, Compliance with Laws**

- a) **Franchisee Responsible for Timely Payment of all Taxes Due.** 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 Brightway Location. Franchisee agrees to indemnify Brightway in the event that Brightway is held responsible for these taxes.
- b) **Compliance with Laws, Rules and Regulations Required.** 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 Brightway Location. Franchisee and Designated Agency Principal will have sole authority and control over the day-to-day operations of the Brightway Location and Franchisee's employees. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws applicable to the Brightway Location, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Brightway.
- c) **Franchisee Responsible for All Debts and Obligations.** Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of its Brightway Location.

## 20. Independent Contractor and Indemnification

- a) **Independent Contractor Relationship.** 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 Brightway except as expressly authorized under this Agreement. Nothing in this Agreement is intended by the parties hereto to create a fiduciary relationship between them or to designate Franchisee as a legal representative, subsidiary, joint venturer, partner, employee, tenant or servant of Brightway 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 Brightway that it is an independent contractor licensed by Brightway to use the Licensed Marks and operate the Brightway Location. 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. 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 herein and Brightway's requirement to maintain high ethical standards and quality customer service in order to maintain the goodwill associated with the Licensed Marks. Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Brightway's behalf, or to incur any debt or other obligation in Brightway's name; and Brightway shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Brightway be liable by reason of any of Franchisee's acts or omissions in the operation of the Brightway Location or for any claim or judgment arising therefrom against Franchisee or Brightway. Neither this Agreement nor Brightway's course of conduct is intended, nor may anything in this Agreement (nor Brightway's course of conduct) be construed to state or imply, that Brightway is the employer of Franchisee or Franchisee's employees and/or independent contractors.
- b) **Indemnification.** Franchisee agrees to protect, defend, indemnify, and hold Brightway and its Affiliates, and their respective directors, officers, employees, agents, attorneys and shareholders ("**Brightway Indemnitees**") jointly and severally harmless from and against, and promptly to reimburse Brightway 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 covenants, representations, warranties or terms of this Agreement; (ii) the use of the Licensed Marks or Brightway's other proprietary materials in an unauthorized manner; (iii) Franchisee's operation of the Brightway Location; (iv) any professional or other negligence on the part of Franchisee or its Affiliates, or any of their respective directors, officers, agents, shareholders, employees, contractors, subcontractors, servants, licensees or invitees; (v) the transfer of any interest in this Agreement or the Brightway Location in any manner not in accordance with this Agreement; (vi) the infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of Franchisee's Staff of any patent, mark or copyright or other proprietary right owned or controlled by third parties; (vii) libel, slander or any other form of defamation of Brightway, the Brightway System, any franchisee operating under the Brightway System, or any Brightway affinity partner, by Franchisee or by any of Franchisee's Staff; or (viii) any incident, death, injury or damage to any person or property occurring in, on or about the Premises. Brightway shall have the right to defend or settle any such claim against it in such manner as Brightway deems appropriate, at its sole discretion; provided, however, that such an undertaking by Brightway shall, in no manner or form, diminish Franchisee's and each of Franchisee's Staff's obligations to indemnify the Brightway Indemnitees and to hold them harmless.

- c) **Survivability.** The provisions of this Section 20 shall continue in full force and effect subsequent to and notwithstanding the termination, expiration, non-renewal or Transfer of this Agreement for any reason.

## 21. Written Approvals, Waivers, Forms of Agreement and Amendment

- a) **Written Request for Brightway's Approval.** Whenever this Agreement requires, or Franchisee desires to obtain, Brightway's approval, Franchisee shall make a timely written request. Unless a different time period is specified in this Agreement, Brightway shall respond with its approval or disapproval within fifteen (15) days of receipt of such request. If Brightway has not specifically approved a request within such fifteen (15) day period, such failure to respond shall be deemed a disapproval of any such request.
- b) **Non-Waiver.** No failure of Brightway 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 Brightway's right to demand exact compliance with any of the terms herein. No waiver or approval by Brightway of any particular breach or default by Franchisee, nor any delay, forbearance or omission by Brightway to act or give Notice of default or to exercise any power or right arising by reason of such default hereunder, nor acceptance by Brightway of any payments due hereunder shall be considered a waiver or approval by Brightway of any preceding or subsequent breach or default by Franchisee of any term, covenant or condition of this Agreement.
- c) **Agreements May Vary.** No warranty or representation is made by Brightway that all franchise agreements issued by Brightway before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Brightway may, in its Reasonable Business Judgment, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other Brightway System franchisees in a non-uniform manner.
- d) **Amendment.** This Agreement may not be modified except by a written document signed by both parties; provided, however, that Franchisee expressly acknowledges that Brightway may unilaterally modify the Confidential Operating Manual from time to time in its sole discretion.

## 22. Enforcement

- a) **Brightway's Access to Franchisee's Brightway Location and Records.** To ensure Franchisee's compliance with this Agreement, and to enable Brightway to carry out its obligations under this Agreement, Franchisee agrees that Brightway and its designated agents shall be permitted full and complete access during business hours, without notice, to inspect (and copy, if Brightway so desires) the Premises and the Brightway Location and all records relating thereto including, but not limited to, records relating to Franchisee's prospective clients and Client Accounts, suppliers, employees, agents and independent contractors. Franchisee agrees to render such assistance as may reasonably be requested by Brightway 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 Brightway or its designated agents. Brightway also has the right to require Franchisee to provide information that is necessary to prohibit any act or omission by Franchisee or its employees that constitutes a violation of any applicable law or regulation, or that is necessary to comply with a complaint or investigation from any governmental or regulatory body or from a Contracted Company.
- b) **Temporary or Permanent Injunctions.** Brightway or its designee shall be entitled to obtain, without bond, temporary and permanent injunctions, and orders of specific performance, in order to enforce any restrictive covenants in this Agreement, the provisions of this Agreement relating to Franchisee's use of the Licensed Marks, or the obligations of Franchisee upon termination, expiration and non-



renewal, or Transfer of this Agreement, 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 or Contracted Companies, that constitutes a danger to other Brightway System franchisees, employees, customers or the public, or that may impair the goodwill associated with the Licensed Marks. If injunctive relief is granted, Franchisee's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

### 23. Notices

- a) **Notices in Writing, How to Deliver.** Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall: (i) give the Notice in writing, and (ii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (A) personal delivery, (B) registered or certified mail, return receipt requested and postage prepaid, (C) nationally recognized overnight courier, with all fees prepaid, (D) facsimile, or (E) e-mail.
- b) **Notices to Brightway.** Each party giving a Notice shall address the Notice to the appropriate person at the receiving party. Notices to Brightway shall be addressed to Brightway at the address listed below:

Brightway Insurance, LLC  
3733 University Boulevard West, Suite 100  
Jacksonville, Florida 32217  
Attention: Rick Fox, Chief Revenue Officer  
E-mail: Compliance@brightway.com

- c) **Notices to Others.** Notices to Franchisee shall be sent to the address(es) specified in **Exhibit 2** to this Agreement. Any party may change any address to which Notice is to be given to it by giving effective Notice as provided herein of such change of address.
- d) **Effective Notice Requirements.** Except as may be provided elsewhere in this Agreement, a Notice is effective only if the party giving or making the Notice has complied with this Section 23 and if the addressee has received the Notice. A Notice is deemed to have been received as follows:
  - i. If a Notice is delivered in person, or sent by registered or certified mail, or nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  - ii. If a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgement or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the addressee's facsimile number.
  - iii. If a Notice is sent by e-mail, upon receipt by the party giving the Notice of: (A) any form of electronically-generated acknowledgement that the e-mail was received by the addressee, or (B) any return communications from the addressee indicating that they received the e-mail.
  - iv. 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 was given, then upon the rejection, refusal or inability to deliver.

## 24. Governing Law and Dispute Resolution

- a) **Agreement Governed by Florida Law.** This Agreement is accepted by Brightway in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida, which laws shall prevail in the event of any conflict of laws.
- b) **Internal Dispute Resolution.** The parties hereto agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner. Therefore, Franchisee must first bring any claim or dispute between Franchisee and Brightway to Brightway's President, after providing Notice as set forth in Section 23 above. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.
- c) **Non-Binding Mediation Following Internal Dispute Resolution.** At Brightway's option, all claims or disputes between Franchisee and Brightway or its Affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Brightway or its Affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 24(b) above, must be submitted first to non-binding mediation, in Duval County, Florida, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any action against Brightway or its Affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Brightway, which specifies, in detail, the precise nature and grounds of such claim or dispute. Brightway will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Brightway or its Affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Brightway or its Affiliates with respect to any such claim or dispute in any court unless Brightway fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Brightway. Brightway's right to mediation, as set forth herein, may be specifically enforced by Brightway. Each party shall bear its own cost of mediation and Brightway and Franchisee shall share mediation costs equally. This agreement to mediate shall survive any termination or expiration of this Agreement. The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights related to the Licensed Marks, the Brightway System, or any Confidential Information; or (ii) any of the restrictive covenants contained in this Agreement. The parties agree that there will be no class action mediation.
- d) **Jurisdiction and Venue.** Franchisee consents and agrees that venue shall be proper in any of the following courts in all lawsuits relating to or arising out of this Agreement and hereby waives any defense it may have of improper venue in any such lawsuits filed in these courts: (i) the state court of the county in which Brightway has its principal place of business (presently, Duval County, Florida); and (ii) the federal court nearest to Brightway's principal place of business (presently, the United States District Court for the Middle District of Florida). All lawsuits filed by Franchisee against Brightway relating to or arising out of this Agreement shall be required to be filed exclusively in one of these courts; provided, however, that if none of these courts has subject-matter jurisdiction over such a lawsuit, such lawsuit may be filed in any court having such subject matter jurisdiction if in-personam jurisdiction and venue in such court are otherwise proper. Lawsuits filed by Brightway against Franchisee may be filed in any of the courts named in this subsection or in any court in which jurisdiction and venue are proper. The

parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between Franchisee, Guarantors, and Brightway or its affiliates or employees may not be consolidated with any other proceeding between Brightway and any other person or entity.

- e) **Service of Process.** In all lawsuits relating to or arising out of the Agreement, 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, and Franchisee hereby waives any defense it may have of insufficiency of service of process relating to such service. Such methods of service shall not be the exclusive methods of service available in such lawsuits and shall be available in addition to any other method of service allowed by law.
- f) **Timeframe in Which Action May Be Brought.** Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Brightway unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Brightway hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Brightway, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.
- g) **Notice of Violation or Breach.** As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Brightway within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.
- h) **Third Party Beneficiaries.** Brightway's Affiliates, officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the mediation provision set forth above in Section 24(c), each having authority to specifically enforce the right to mediate claims asserted against such person(s) by Franchisee.
- i) **Right to Certain Claims Waived.** Franchisee hereby waives to the fullest extent permitted by law any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Brightway arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.
- j) **Brightway Solely Responsible.** Franchisee agrees that fulfillment of any and all of Brightway's obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be Brightway's sole responsibility and none of Brightway's agents, representatives, employees, nor any individuals associated with Brightway's franchise company shall be personally liable to Franchisee for any reason.
- k) **Rights Waived to Trial by Jury.** 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 LITIGATION 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.

## 25. Miscellaneous

- a) **Severability.** In case any covenant, condition, term or provision contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, in whole or in part, by judgment, order or decree of any court or other judicial tribunal of competent jurisdiction, the validity of the remaining covenants, conditions, terms and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby. Franchisee understands and acknowledges that Brightway shall have the right, at 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) **Agreement May Be Executed in Two or More Counterparts; Electronic Signatures Permitted.** To facilitate the execution of this Agreement by geographically separated parties, it may be executed in two (2) or more counterparts, all of which shall constitute one and the same instrument. The execution by one party of any counterpart shall be sufficient execution by that party whether or not the same counterpart has been executed by any other party. This Agreement shall become effective when each party has signed at least one counterpart. An electronically-signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- c) **Headings and Captions for Reference Only.** The headings and captions contained herein 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) **Provisions Survive Agreement.** All provisions of this Agreement which, by their nature, must survive the termination or expiration of this Agreement in order to give effect thereto, are hereby deemed to survive the termination or expiration of this Agreement for any reason.
- e) **Parties Agree to Sign Additional Documents When Necessary.** Each of the parties hereto agrees that they shall sign such additional and supplemental documents as may be necessary pursuant to the terms of this Agreement when requested to do so by any party to this Agreement.
- f) **Franchisee Understands Agreement.** Franchisee represents and warrants to Brightway that it: (i) understands fully the terms of this Agreement (including all of its Exhibits) and the consequences of the execution and delivery of this Agreement; (ii) 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 Franchisee may wish; and (iii) 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 hereto acknowledge and agree that neither this Agreement nor the other documents executed pursuant hereto shall be construed more favorably in favor of one than the other based upon which party drafted the same.
- g) **Terms are Binding.** The terms and conditions of this Agreement shall be binding upon the assigns, creditors, transferees or successors in interest of the parties to this Agreement, whether by operation of law or otherwise.

- h) **Time is of the Essence.** Time is of the essence of this Agreement and each covenant and condition contained herein.
- i) **Exhibits and Schedules are Incorporated.** The terms of all Exhibits and any schedules to this Agreement are hereby incorporated into this Agreement by this reference.
- j) **Payment of Attorneys' Fees.** In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party shall be entitled to recover from the other party or parties all reasonable attorneys' and paralegals' fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.
- k) **Force Majeure.** 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.
- l) **Brightway Entitled to Setoff.** Brightway shall be entitled to set off against any amounts it owes to Franchisee, any amounts Franchisee owes to Brightway or to any Brightway Affiliate (whether pursuant to this Agreement, or any other agreement with Brightway or any Brightway Affiliate), consistent with applicable law.
- m) **This Agreement May have Special Stipulations.** Attached hereto as **Exhibit 3** is a listing of all "Special Stipulations" and other agreements between the parties which, to the extent they are in conflict with any other provisions of this Agreement, shall control.
- n) **Brightway May Make Changes to the Brightway System.** Brightway may from time to time add to, amend, modify, delete or enhance any portion of the Brightway System (including any of the Licensed Marks) as may be necessary in Brightway's Reasonable Business Judgment (defined in Section 25(o) below) to change, maintain or enhance the reputation, efficiency, competitiveness and/or quality of the Brightway System, or to adapt it to new conditions or technology, or to better serve the public. Franchisee, at its expense, will promptly and fully comply with all such additions or modifications reasonably designated as applicable to then-existing System Locations similarly situated.
- o) **Reasonable Business Judgment Definition.** Brightway agrees to use Reasonable Business Judgment in the exercise of its rights, obligations and discretion under this Agreement, except where otherwise indicated in this Agreement. "**Reasonable Business Judgment**" shall mean that Brightway's determination shall prevail even in cases where other alternatives are also reasonable so long as Brightway is intending to benefit or is acting in a way that could benefit the Brightway System by enhancing the value of the Licensed Marks, promoting Brightway System uniformity, increasing customer satisfaction, maintaining positive relationships with Contracted Companies or other suppliers, or minimizing possible brand or location confusion. Brightway shall not be required to consider Franchisee's particular economic or other circumstances when exercising its Reasonable Business Judgment. At no time is Franchisee or any third party (including, but not limited to any third party acting as a trier of fact) entitled to substitute Franchisee's or its judgment for a judgment that has been made by or on behalf of Brightway and that meets the definition of Reasonable Business Judgment, in recognition of the fact that the long-term goals of a franchise system, and the long-term interests of both Brightway and all Brightway System franchisees, taken together, require that Brightway have the latitude to exercise Reasonable Business Judgment.

- p) **Terms May be Plural, Singular, Male, Female or Gender Neutral.** Reference to terms defined herein shall include the plural or singular forms of such terms and the male, female, or neutral gender thereof, as appropriate.
- q) **Terms that Refer to the Entire Agreement.** The use of the words “herein,” “thereof,” “hereof,” “hereinafter,” “hereinabove” 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.
- r) **Brightway May Be Assisted by Others in Fulfilling this Agreement.** In rendering the services it is to provide to Franchisee hereunder, Brightway shall have the right, at its sole discretion, to be assisted by third parties, and, accordingly, some or all of the services which Brightway undertakes to provide under this Agreement may be delegated to or provided by such third parties.

**26. Acknowledgements**

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. Franchisee AGREES THAT NO CLAIMS OF SUCCESS OR FAILURE HAVE BEEN MADE TO IT PRIOR TO SIGNING THIS AGREEMENT AND THAT IT UNDERTAKES ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT CONTAINS ALL ORAL AND WRITTEN AGREEMENTS, REPRESENTATIONS AND ARRANGEMENTS BETWEEN THE PARTIES HERETO. ANY RIGHTS THAT THE RESPECTIVE PARTIES HERETO 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 HEREIN. THIS AGREEMENT CANNOT BE CHANGED, AMENDED OR MODIFIED EXCEPT IN WRITING SIGNED BY ALL PARTIES. BRIGHTWAY EXPRESSLY DISCLAIMS THE MAKING OF, AND Franchisee ACKNOWLEDGES, THAT IT HAS NOT RECEIVED OR RELIED UPON ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

\_\_\_\_\_  
Franchisee Initial

- b) FRANCHISEE HAS NO KNOWLEDGE OF ANY REPRESENTATIONS BY BRIGHTWAY OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SERVANTS ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE DOCUMENTS INCORPORATED HEREIN. Franchisee REPRESENTS, AS AN INDUCEMENT TO BRIGHTWAY’S ENTRY INTO THIS AGREEMENT, THAT IT HAS MADE NO MISREPRESENTATIONS IN OBTAINING THIS AGREEMENT.

\_\_\_\_\_  
Franchisee Initial

- c) FRANCHISEE ACKNOWLEDGES THAT BRIGHTWAY’S APPROVAL OR ACCEPTANCE OF Franchisee’S PREMISES DOES NOT CONSTITUTE RECOMMENDATION OR ENDORSEMENT OF THE LOCATION OF THE

BRIGHTWAY STORE, NOR ANY ASSURANCE BY BRIGHTWAY THAT THE OPERATION OF A BRIGHTWAY STORE AT THE PREMISES WILL BE SUCCESSFUL OR PROFITABLE.

\_\_\_\_\_  
Franchisee Initial

- d) FRANCHISEE ACKNOWLEDGES THAT BRIGHTWAY OR ITS AGENT HAS PROVIDED Franchisee WITH A FRANCHISE DISCLOSURE DOCUMENT NOT LATER THAN FOURTEEN (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. Franchisee ALSO ACKNOWLEDGES RECEIPT OF THIS AGREEMENT, WITH ALL BLANKS COMPLETED AND WITH ANY AMENDMENTS AND EXHIBITS, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO EXECUTION OF THIS AGREEMENT.

\_\_\_\_\_  
Franchisee Initial

- e) FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH ITS OWN ATTORNEYS, ACCOUNTANTS AND OTHER ADVISORS AND THAT THE ATTORNEYS FOR BRIGHTWAY HAVE NOT ADVISED OR REPRESENTED Franchisee WITH RESPECT TO THIS AGREEMENT OR THE RELATIONSHIP THEREBY CREATED.

\_\_\_\_\_  
Franchisee Initial

- f) 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 DESCRIBED IN THIS AGREEMENT.

\_\_\_\_\_  
Franchisee Initial

- g) FRANCHISEE IS AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISE OWNERS OF BRIGHTWAY MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT, AND CONSEQUENTLY THAT BRIGHTWAY'S OBLIGATIONS AND RIGHTS WITH RESPECT TO ITS VARIOUS FRANCHISE OWNERS MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES.

\_\_\_\_\_  
Franchisee Initial

- h) FRANCHISEE ACKNOWLEDGES THAT 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. NOTHING IN THIS OR IN ANY RELATED AGREEMENT,

HOWEVER, IS INTENDED TO DISCLAIM THE REPRESENTATIONS BRIGHTWAY MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT BRIGHTWAY FURNISHED TO Franchisee.

\_\_\_\_\_  
Franchisee Initial

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have duly executed and delivered this Agreement the date and year first written above.

**BRIGHTWAY:**

**BRIGHTWAY INSURANCE, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Nick Clements, Chief Executive Officer

**FRANCHISEE:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_



## **Exhibit 1: Guaranty of Franchisee's Undertakings**

## Guaranty of Franchisee's Undertakings

In consideration of, and as an inducement to, the execution of the Brightway Insurance, LLC Franchise Agreement ("**Franchise Agreement**") dated as of \_\_\_\_\_, by and between Brightway Insurance, LLC ("**Brightway**") and \_\_\_\_\_ ("**Franchisee**"), each of the undersigned hereby guarantees unto Brightway that Franchisee will perform during the term of the Franchise Agreement each and every obligation, covenant, payment, agreement and undertaking on the part of Franchisee contained and set forth in this Guaranty or the Franchise Agreement, and that Franchisee's representations and warranties in the Franchise Agreement are true and correct.

Brightway, its successors and assigns, may from time to time, without notice to the undersigned: (i) resort to the undersigned for payment of any of the liabilities of Franchisee owed to Brightway or other amounts owed under the Franchise Agreement (the "**Liabilities**"), whether or not it or its successors have resorted to any property securing any of the Liabilities or proceeded against any other of the undersigned or any party or parties primarily or secondarily liable on any of the Liabilities; (ii) release or compromise any Liability of any of the undersigned hereunder or any Liability of any party or parties primarily or secondarily liable on any of the Liabilities; and (iii) extend, renew or credit any of the Liabilities for any period (whether or not longer than the original period), or alter, amend or exchange any of the Liabilities.

While each of the undersigned is bound by all of Franchisee's obligations set forth in the Franchise Agreement, each of the undersigned specifically agrees to individually comply with and abide by the provisions contained in Sections 10 and 12 of the Franchise Agreement related to confidential information, restrictive covenants and non-solicitation, as well as the provisions in the Franchise Agreement relating to transfers and to Brightway's trade names, trademarks, service marks and/or indicia of origin, to the same extent as and for the same period of time as Franchisee is required to comply with and abide by such covenants and provisions. These obligations of the undersigned shall survive any termination, transfer, expiration or non-renewal of the Franchise Agreement or this Guaranty.

Each of the undersigned further waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation notice of acceptance hereof, notice of all contracts and commitments, notice of the existence or creation of any liabilities under the foregoing Franchise Agreement and of the amount and terms thereof and notice of all defaults, disputes or controversies between Franchisee and Brightway resulting from such Franchise Agreement or otherwise, and the settlement, compromise or adjustment thereof.

This Guaranty shall be deemed to have been made in and is governed by the laws of the State of Florida and shall be governed by and construed in accordance with the laws thereof, which laws shall prevail in the event of any conflict of laws.

Each of the undersigned further agrees that any disputes arising under this Guaranty will be governed by each of the dispute resolution provisions set forth in Section 24 of the Franchise Agreement.

In the event any litigation or controversy arises out of or in connection with this Guaranty between the parties hereto, the prevailing party shall be entitled to recover from the other party or parties all reasonable attorneys' and paralegals' fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

If more than one person has executed this Guaranty, the term “the undersigned,” as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Guaranty the date and year first written above.

**GUARANTORS:**

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**SPOUSES:**

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## Exhibit 2: Data Sheet and Acknowledgements

### Data Sheet and Acknowledgements

RE: FRANCHISE AGREEMENT BETWEEN BRIGHTWAY INSURANCE, LLC (“BRIGHTWAY”) and \_\_\_\_\_ (“FRANCHISEE”) DATED \_\_\_\_\_ (THE “FRANCHISE AGREEMENT”)

#### DATA SHEET

**Type of Brightway Location.** The Franchise Agreement shall govern the operation of a:

---

**Office Agency**

**Initial Franchise Fee:** Thirty Thousand Dollars (\$30,000) if paid in lump sum, or Thirty-Nine Thousand Thirty Dollars (\$39,030) if a portion is financed by Brightway. See Franchise Disclosure Document for financing terms.

**Brightway Sales Commission – New Business:** Subject to Section 8 of the Franchise Agreement, Brightway shall pay Franchisee eighty percent (80%) of all Brightway Sales Commissions received on New Business from Client Accounts generated by Franchisee, and Brightway shall be entitled to retain the remaining twenty percent (20%).

**Brightway Sales Commissions – Renewal Business:** Subject to Section 8 of the Franchise Agreement, Brightway shall pay Franchisee fifty percent (50%) of all Brightway Sales Commissions received on all Renewal Business from Client Accounts generated by Franchisee, and Brightway shall be entitled to retain the remaining fifty percent (50%).

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**Retail Agency**

**Initial Franchise Fee:** Fifty Thousand Dollars (\$50,000) if paid in lump sum, or Sixty-Five Thousand Sixty-Eight Dollars (\$65,068) if a portion is financed by Brightway. See Franchise Disclosure Document for financing terms.

**Brightway Sales Commission – New Business:** Subject to Section 8 of the Franchise Agreement, Brightway shall pay Franchisee eighty five percent (85%) of all Brightway Sales Commissions received on New Business from Client Accounts generated by Franchisee, and Brightway shall be entitled to retain the remaining fifteen percent (15%).

**Brightway Sales Commissions – Renewal Business:** Subject to Section 8 of the Franchise Agreement, Brightway shall pay Franchisee fifty five percent (55%) of all Brightway Sales Commissions received on all Renewal Business from Client Accounts generated by Franchisee, and Brightway shall be entitled to retain the remaining forty five percent (45%).

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*If a Retail Agency Conversion Fee is paid after executing the Franchise Agreement and Brightway confirms receipt of the Fee and approves the Conversion in writing, this Data Sheet shall be automatically amended to reflect the model conversion.*

**FRANCHISEE ACKNOWLEDGEMENTS**

1. **Form of Legal Entity/Ownership.** Franchisee hereby acknowledges that Franchisee is a(n) (check one):

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> individual  | <input type="checkbox"/> corporation                         |
| <input type="checkbox"/> partnership | <input type="checkbox"/> limited liability company           |
| <input type="checkbox"/> trust       | <input type="checkbox"/> other business form _____(describe) |

If Franchisee is not an individual, Franchisee hereby warrants and represents that the following persons own, either legally or beneficially, all of the equity interests in Franchisee, and each such person shall execute the Guaranty attached as **Exhibit 1** to the Franchise Agreement and be considered a Guarantor under the Franchise Agreement:

| Name, Address, Telephone Number, and Email | Percentage of Interest Owned |
|--|------------------------------|
|  |                              |
|  |                              |
|  |                              |

In the event the Brightway Location governed hereby is a Retail Agency, Franchisee represents and warrants that the spouse of any person listed above shall execute the Guaranty attached as **Exhibit 1**. If the Brightway Location is an Office Agency, Franchisee represents and warrants that any such spouse shall execute either (a) the Guaranty or (b) Brightway’s prescribed form of spousal non-competition and non-solicitation agreement.

2. **Designation of Primary Contact.** The following person shall be deemed the Franchisee’s “Primary Contact” under the terms of the Franchise Agreement (this person has the authority to make all business decisions on behalf of Franchisee and may or may not have an ownership stake in Franchisee):

\_\_\_\_\_

3. **Designation of Controlling Interest.** The following person has a majority equity interest in Franchisee and will be deemed the Franchisee’s Controlling Interest under the terms of the Franchise Agreement:

\_\_\_\_\_

4. **Designation of Designated Agency Principal (DAP).** Franchisee hereby designates the following person as its Designated Agency Principal under the terms of the Franchise Agreement:

\_\_\_\_\_

*In the event the Designated Agency Principal has not been identified and approved by Brightway as of the effective date of the Franchise Agreement, this Section shall be left blank and, once the Designated Agency Principal has been so identified and approved by Brightway in writing, Franchisee and Designated Agency Principal shall enter into Brightway’s prescribed form of addendum.*

5. **Location of Premises (Final Retail or Office Space).** The physical location of the Premises shall be:

\_\_\_\_\_

*In the event the final Premises has not been identified and approved by Brightway as of the effective date of the Franchise Agreement, this Section shall be left blank and the parties will enter into the Site Selection Addendum attached as **Exhibit 4** to the Franchise Agreement, the terms of which shall govern the parties’ site selection obligations. The Premises must be approved by Brightway in writing, in accordance with the terms set forth in the Franchise Agreement and the Site Selection Addendum.*

6. **Notices Information.** For purposes of Section 23 of the Franchise Agreement, the following shall be the contact information for providing Notices to Franchisee (provide street addresses only, no P.O. Boxes):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the address listed above is different from the address of the Premises, whether or not the location of the Premises has been identified in Section 6 above, Franchisee hereby agrees that Brightway may also provide Notice to Franchisee at the Premises, in addition to the address listed above. Franchisee may change the address(es) to which Notice is to be given to the foregoing by giving written Notice of such change to Brightway as provided in Section 23 of the Franchise Agreement. Franchisee hereby acknowledges that Brightway is relying on these representations as a material basis for entering into the Franchise Agreement, and that the information set forth above is true and correct.

**BRIGHTWAY:**

**FRANCHISEE:**

By: \_\_\_\_\_  
Nick Clements, Chief Executive Officer

By: \_\_\_\_\_

### **Exhibit 3: Special Stipulations**



**Special Stipulations**

RE: FRANCHISE AGREEMENT BY AND BETWEEN BRIGHTWAY INSURANCE, LLC (“BRIGHTWAY”) AND \_\_\_\_\_ (“FRANCHISEE”), DATED \_\_\_\_\_ (THE “FRANCHISE AGREEMENT”).

Terms defined in the Franchise Agreement and not defined in these Special Stipulations have the meaning set forth in the Franchise Agreement.

The parties acknowledge that a material term of these Special Stipulations and the consideration therefore is that the terms of these Special Stipulations shall be held in the strictest confidence. The parties shall maintain the strict confidentiality of the terms of these Special Stipulations except on a need-to-know basis to their attorneys or as directed by a court of law with jurisdiction over the subject matter of these Special Stipulations.

To the extent of any conflict between the following and the provisions of the Franchise Agreement referenced above, the following Special Stipulations shall control:

**BRIGHTWAY:**

By: \_\_\_\_\_  
Nick Clements, Chief Executive Officer

**FRANCHISEE:**

By: \_\_\_\_\_

## Exhibit 4: Site Selection Addendum

## Site Selection Addendum

Brightway Insurance, LLC (“Brightway”) and \_\_\_\_\_ (“Franchisee”), have entered into a franchise agreement (the “Franchise Agreement”) dated \_\_\_\_\_ and desire to supplement its terms regarding the parties’ site selection obligations thereunder, as set forth below. The parties therefore agree as follows:

1. Within six (6) months after the effective date of the Franchise Agreement, Franchisee must obtain a site, at Franchisee’s expense, and thereafter open the business franchised under the Franchise Agreement at such site (the “Brightway Location”), which Brightway will approve as hereinafter provided.

(a) If Franchisee purchased the right to operate a Retail Agency, Franchisee must operate the Retail Agency from a retail office space (“Retail Space”). Brightway shall, in its sole discretion, determine and notify Franchisee whether a proposed location meets Brightway’s then-current minimum requirements for a Retail Space.

(b) If Franchisee purchased the right to operate an Office Agency, Franchisee must operate the Office Agency from a professional office space (“Professional Space”). Brightway shall, in its sole discretion, determine and notify Franchisee whether a proposed location meets Brightway’s then-current minimum requirements for a Retail Space.

2. Except as set forth in this Section 2, Franchisee’s failure to obtain any site for the Brightway Location and open the Brightway Location within the time period required in Paragraph 1 will constitute a default under the Franchise Agreement (as set forth therein) and this Site Selection Addendum. Time is of the essence.

3. Prior to Franchisee’s acquisition by lease or purchase of any Professional Space or Retail Space for the Brightway Location, Franchisee must submit to Brightway, in the form Brightway specifies, a completed site review form, such other information or materials as Brightway may reasonably require, and a letter of intent or other evidence satisfactory to Brightway which confirms Franchisee’s favorable prospects for obtaining the proposed site. Recognizing that time is of the essence, Franchisee must submit a proposed site, together with the information and materials required by this Paragraph 3, to Brightway for Brightway’s approval within ninety (90) days after execution of this Site Selection Addendum. Brightway will have twenty-one (21) days after receipt of such information and materials from Franchisee to conduct an evaluation of the site to determine whether it can be conformed to Brightway’s then-current Office Specifications. Brightway will notify Franchisee of its approval or disapproval of the proposed site within the twenty-one (21) day period. Approval will be granted by Brightway at its sole discretion. No proposed site will be deemed approved unless Brightway has expressly approved it in writing.

4. Brightway will furnish to Franchisee such site selection guidelines, Office Specifications and consultation as Brightway deems advisable as part of Brightway’s evaluation of Franchisee’s request for site approval.

5. If Franchisee will be occupying the Brightway Location’s Premises under a lease, Franchisee must, prior to the execution of the lease, submit the lease to Brightway for Brightway’s written approval. Brightway’s approval of the lease for a Retail Agency will be conditioned upon Franchisee’s execution of a Collateral Assignment of Lease in the form Brightway prescribes (see **Exhibit M** to the Franchise Disclosure Document) and the inclusion of the following terms and conditions:

(a) That the lessor consents to Franchisee's use of such Licensed Marks and initial signage as Brightway may prescribe for the Brightway Location;

(b) That the entire Premises may only be used for the operation of the Brightway Location pursuant to Brightway's standards and specifications (unless Franchisee is operating as an "Office Agent");

(c) That Franchisee be prohibited from subleasing or assigning all or any part of Franchisee's occupancy rights without Brightway's prior written consent;

(d) That Franchisee provide to Brightway copies of any and all notices of default given to Franchisee under the lease;

(e) That Brightway has the right to enter the Premises to make modifications necessary to protect the Licensed Marks or the Brightway System or to cure any default under the Franchise Agreement or under the lease; and

(f) That Brightway (or Brightway's designee) has the option, upon default, expiration, or termination of the Franchise Agreement or lease, and upon notice to the Franchisee, to assume all of Franchisee's rights under the lease terms, including the right to assign or sublease.

6. Franchisee must furnish Brightway with a copy of any executed lease within five (5) days after execution thereof.

7. After Brightway has approved a site for the Brightway Location in writing and Franchisee has acquired the site pursuant to the terms of the Franchise Agreement and this Site Selection Addendum, the site will constitute the Premises referenced in the Franchise Agreement and described in **Exhibit 2** to the Franchise Agreement.

8. Franchisee hereby acknowledges and agrees that Brightway's approval of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for the Brightway Location or for any other purpose. Brightway's approval of the site indicates only that Brightway believes the site complies with acceptable minimum criteria established by Brightway solely for Brightway's purposes as of the time of the evaluation. Both parties to this Site Selection Addendum acknowledge the application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to Brightway's approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from Brightway's criteria could change thereby altering the potential of a site. Such factors are unpredictable and are beyond Brightway's control. Brightway will not be responsible for the failure of a site approved by Brightway to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that Franchisee's selection of the site for its Brightway Location is based on Franchisee's own independent investigation of the suitability of the site.

9. This Site Selection Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and terms of this Site Selection Addendum will be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

*Signatures on following page*

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have duly executed this Site Selection Addendum.

**BRIGHTWAY:**

By: \_\_\_\_\_  
Nick Clements, Chief Executive Officer

**FRANCHISEE:**

By: \_\_\_\_\_

**Exhibit 5: Spousal Confidentiality and Non-Competition Agreement**

**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT  
(for Spouse of Franchisee)**

In consideration of my being the spouse of \_\_\_\_\_ (“Owner”), the principal owner of \_\_\_\_\_ (“Franchisee”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated \_\_\_\_\_ (the “Franchise Agreement”), Franchisee has acquired the right and franchise from Brightway Insurance, LLC (“Brightway”) to establish and operate a Brightway insurance agency (the “Agency Business”) and the right to use in the operation of the Agency Business Brightway’s trade names, service marks, trademarks, logos, emblems, and indicia of origin (the “Licensed Marks”), as they may be changed, improved and further developed from time to time in Brightway’s sole discretion, only at the following authorized and approved location once established (the “Premises”).

2. Brightway, as the result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system (the “Brightway System”) relating to the establishment and operation of Agency Business, in the business of selling, servicing and delivering property and casualty insurance policies to clients. Brightway possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Agency Business (the “Confidential Information”). I acknowledge that certain information regarding customers, including (i) lists of Client Accounts, including current customer and prospective customer names and addresses; (ii) information about credit extensions to customers; (iii) customer service purchasing histories; and (iv) rates charged to customers (subsections (i)-(iv) collectively “Customer Lists”) also constitute Brightway’s trade secrets and Confidential Information.

3. Any and all information, knowledge, know-how, and techniques which Brightway specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As the spouse of Owner, Brightway, Franchisee or Owner may disclose Brightway’s trade secrets and Confidential Information to me during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, and I acknowledge that any duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of Brightway, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by Brightway as confidential. This agreement to not disclose any of Brightway’s Confidential Information will continue to stay in full force and effect after the date of termination, expiration, or nonrenewal of the Franchise Agreement, or the separation or termination of my marriage to Owner, unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee or Owner under the Franchise Agreement. For the remainder of this agreement, the earlier of (1) the date of termination, expiration, or nonrenewal of the Franchise Agreement, or (2) the date of separation or termination of my marriage to Owner, will be referred to

as the "Termination Date". Further, I will not solicit Brightway or Brightway System Agency prospects, customers, employees or clients for a period of two (2) years after termination of their employment with Franchisee.

7. Except as otherwise approved in writing by Brightway, I shall not, during the term of the Franchise Agreement, engage, directly or indirectly, as an owner, operator, employee, producer, agent, manager, consultant, broker, or otherwise have any interest in any insurance-related business other than as an authorized owner of a Brightway System Agency; and I covenant, for a period of two (2) years following the Termination Date, not to engage, directly or indirectly, as an owner, operator, employee, producer, agent, manager, consultant, broker, or otherwise have any interest in:

7.1 in any business that is competing in whole or in part with Brightway by granting franchises or licenses to operate insurance agencies; or

7.2 in any insurance-related business at or within a twenty (20)-mile radius of the former Premises or any other Franchisee-owned or company-owned Brightway Agency that is in operation at the time this Agreement is terminated, expires, or is not renewed, other than as an authorized owner of another Brightway System Agency.

8. I agree that I will not knowingly, up until the Termination Date and for a two (2) year period thereafter: (i) directly or indirectly solicit for employment, for Franchisee or for another, any of the employees of Brightway or any Brightway System Agency employed at the Termination Date or within ninety (90) days preceding such Termination Date; or (ii) directly or indirectly solicit a prospect, customer or client, or accept an order from a prospect, customer or client (1) of Brightway or any Brightway System Agency as of the Termination Date, or (2) to whom Brightway or any Brightway System Agency, as of such Termination Date, has submitted a bid or quotation, or (3) that has previously been a customer or client of Brightway or any Brightway System Agency at any time during the twenty-four (24) months immediately preceding such Termination Date.

9. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Brightway is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

10. I understand and acknowledge that Brightway shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

11. Brightway is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause Brightway and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Brightway may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and Brightway all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and Brightway, any claim I have against the Franchisee or Brightway is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.



12. This Agreement shall be construed under the laws of the State of Florida. The only way this Agreement can be changed is in writing signed by both the Franchisee and Brightway.

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGED BY FRANCHISEE:**

By: \_\_\_\_\_

**Exhibit 6: Conditional Assignment of Phone Numbers, Fax Numbers and Domain Names**

**Conditional Assignment of Phone, Fax Numbers and Domain Names**

\_\_\_\_\_ (“Franchisee”), in exchange for valuable consideration provided by Brightway Insurance, LLC (“Brightway”) in connection with the execution of a franchise agreement by and between Franchisee and Brightway dated \_\_\_\_\_ (the “Franchise Agreement”), hereby:

1. Conditionally assigns to Brightway all current and future telephone numbers, cell phone numbers, fax numbers, domain names, URLs, and all online and offline listings including, but not limited to, telephone book, Google, LinkedIn, and Facebook listings used by Franchisee in the operation of its Brightway Location governed by the Franchise Agreement.
2. This Conditional Assignment will become effective automatically upon termination, expiration and non-renewal, or transfer of the Franchise Agreement for any reason.
3. Franchisee agrees to pay the telephone company and any online or offline listing providers on or before the effective date of termination, expiration and non-renewal, or transfer, all amounts owed for the use of the telephone numbers and listings described above. Franchisee further agrees to indemnify Brightway for any sums Brightway must pay the telephone company and/or online and offline listing providers to effectuate this Conditional Assignment, and Franchisee agrees to fully cooperate with the telephone company or listing provider and Brightway in effectuating this Conditional Assignment.
4. Franchisee hereby appoints Brightway as its attorney-in-fact to execute and file any such documentation and to do all other lawful acts as are necessary to effectuate the foregoing.

**BRIGHTWAY:**

By: \_\_\_\_\_  
Nick Clements, Chief Executive Officer

**FRANCHISEE:**

By: \_\_\_\_\_

## **Exhibit 7: Electronic Funds Withdrawal and Deposit Authorization**

**Electronic Funds Withdrawal and Deposit Authorization**

Bank Name: \_\_\_\_\_

ABA#: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Acct. Name: \_\_\_\_\_

In connection with the execution of the franchise agreement between \_\_\_\_\_ (“Franchisee”) and Brightway Insurance, LLC (“Brightway”) dated \_\_\_\_\_ (the “Franchise Agreement”), Franchisee hereby authorizes Brightway or its designee to deposit Franchisee’s percentage of Brightway Sales Commissions Paid to Franchisee, less the Franchisee Shared Expenses and any other setoff amounts permitted under the Franchise Agreement, into the above-referenced bank account, electronically or otherwise, with respect to the Brightway Location governed by the Franchise Agreement. Such deposits will occur on or about the second (2nd) business day of each calendar month, or on such other schedule as Brightway will specify in writing. Brightway is also authorized to withdraw funds from the above-referenced account, electronically or otherwise, if any Brightway Sales Commissions Paid to Franchisee do not cover any amounts due to Brightway. This authorization will remain in full force and effect until terminated in writing by Brightway. Franchisee will provide Brightway, in conjunction with this authorization, a voided check from the above-referenced account.

**AGREED:**

**FRANCHISEE**

By: \_\_\_\_\_

**EXHIBIT C:**  
**SAMPLE TERMINATION AND RELEASE AGREEMENT**

## SAMPLE TERMINATION AND RELEASE AGREEMENT

**THIS TERMINATION AND RELEASE AGREEMENT** (the “Agreement”) is made and entered into as of this \_\_\_\_\_, by and between: (i) **BRIGHTWAY INSURANCE, LLC**, a Florida limited liability company with an address at 3733 W. University Boulevard, Suite 100, Jacksonville, Florida 32217 (“Brightway”); (ii) \_\_\_\_\_ (“Franchisee”); and (iii) \_\_\_\_\_ (“Guarantor”).

### BACKGROUND

A. On or about \_\_\_\_\_, Brightway and Franchisee entered into a franchise agreement (the “Franchise Agreement”), pursuant to which Brightway licensed Franchisee the right and obligation to operate a Brightway Insurance franchise, utilizing certain of Brightway’s intellectual property, at the following address: \_\_\_\_\_ (the “Brightway Location”).

B. Contemporaneous with the execution of the Franchise Agreement, Guarantor executed the personal guaranty attached to the Franchise Agreement pursuant to which he/she personally guaranteed Franchisee’s obligations under the Franchise Agreement (“Personal Guaranty”).

C. The parties hereto desire to memorialize the termination of the Franchise Agreement and provide for certain releases in connection with such termination, and desire to set forth herein their mutual agreements regarding such matters.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises, commitments and understandings contained herein, the parties agree as follows:

1. **Recitals; Definition.** The parties hereby acknowledge and agree that the aforementioned recitals are true and correct and that such recitals, together with the definitions set forth therein and in the preamble, are hereby incorporated into this Agreement by this reference. Capitalized terms not defined herein shall have the meanings set forth in the Franchise Agreement.

2. **Termination of Franchise Agreement.** Subject to the terms and conditions of the Franchise Agreement, the Franchise Agreement, Personal Guaranty, and all in-term rights and obligations arising from or related to the Franchise Agreement and Personal Guaranty, respectively, are hereby terminated, effective as of the date of this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that those provisions of the Franchise Agreement and Personal Guaranty, which by their terms or by their nature are intended to survive the termination of such agreement, shall remain in full force and effect as provided in the Franchise Agreement and Personal Guaranty and shall not be affected by this Agreement (including, but not limited to the post-term obligations set forth in Section 16 of the Franchise Agreement, as well as Franchisee’s and Guarantor’s post-termination covenants and obligations relating to confidential information, non-competition, and indemnification).

3. **Acknowledgment Regarding E&O Coverage.** Franchisee and Guarantor expressly acknowledge that Brightway has required that Franchisee and Guarantor obtain a three-year errors & omissions tail policy for the Brightway Location, and that Brightway provided Franchisee and Guarantor with the information and opportunity to obtain such a policy. Accordingly, Franchisee and Guarantor hereby agree to protect, defend, indemnify, and hold Brightway and Brightway’s affiliates, directors, officers, agents, attorneys and shareholders

("Brightway Indemnitees"), harmless from and against, and promptly to reimburse such Brightway 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 Franchisee's and Guarantor's failure to obtain the required errors & omissions tail policy described herein.

4. **Releases by Franchisee and Guarantor.** Upon execution of this Agreement, Franchisee and Guarantor, for themselves and all persons and entities claiming by, through or under any of them, hereby release, acquit, and forever discharge Brightway and its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, parents, subsidiaries, franchisees, licensees, successors and assigns (the "Brightway Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which Franchisee and Guarantor, by themselves or on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had, or might claim to have against the Brightway Releasees through the date of this Agreement, including, but not limited to, those arising out of or related to: (i) the offer, sale, and operation of the Brightway Location; (ii) the parties' respective rights or obligations under the Franchise Agreement, Personal Guaranty or any other agreement between the parties; and (iii) any and all rights, obligations or claims under any state franchise regulations or franchise relationship laws. Franchisee and Guarantor warrant and represent that they have not assigned or otherwise transferred any claim or cause of action released by this Agreement.

5. **Release of Franchisee and Guarantor.** Except as otherwise provided for in this Agreement, and upon Franchisee's full compliance with the obligations set forth herein, Brightway, for itself and all persons and entities claiming by, through or under it, hereby releases, acquits and forever discharges Franchisee and its principals, employees, agents, servants, representatives, affiliates, successors and assigns, including Guarantor (the "Franchisee Releasees"), from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, has, had or claims to have against the Franchisee Releasees, arising out of or related to the offer, sale and operation of the Brightway Location, and the parties' rights or obligations under the Franchise Agreement or Personal Guaranty. Specifically excepted from this release are any and all claims asserted against Brightway or any of its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors or assigns (the "Indemnified Parties") by any third party, which claims arise out of or relate to the Franchise Agreement, Personal Guaranty, or Franchisee's or Guarantor's ownership or operation of the Brightway Location. Franchisee and Guarantor agree to indemnify and hold the Indemnified Parties harmless from any and all losses, damages, liabilities, claims, costs, expenses, or judgments, including reasonable attorneys' fees, incurred in connection with such claims.

6. **Confidentiality.** Franchisee and Guarantor shall not reveal or disclose (or permit others to reveal or disclose) the existence of this Agreement, or the terms hereof, to any other person, firm, corporation, company, or entity now or at any time in the future unless Brightway consents to such disclosure in writing; provided, however, that Franchisee or Guarantor may disclose the terms of this Agreement to their auditors, accountants, tax advisors and/or legal counsel only to the extent required for professional advice from those sources.



7. **Non-Disparagement and Non-Interference.**

(a) Franchisee and Guarantor agree that they will not make any false, misleading, disparaging or uncomplimentary statements or remarks about Brightway, or any of Brightway's respective officers, directors, shareholders, employees or affiliated entities or persons, with the intent to harm the status, reputation, goodwill or business of such entities or persons.

(b) Franchisee and Guarantor agree that they will not at any time, directly or indirectly, interfere or attempt to interfere with or disrupt the business relationship between Brightway and Brightway's shareholders, franchisees, carriers, clients, customers or accounts, prospective clients or customers, or persons using the services of Brightway or doing business with Brightway, with such prohibited behavior to include, but not be limited to, using Brightway's internal data in a damaging or derogatory manner that would potentially damage Brightway's relationship with its shareholders, franchisees, carriers, clients, customers or accounts.

8. **Severability.** In case any covenant, condition, term or provision contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, in whole or in part, by judgment, order or decree of any court or other judicial tribunal of competent jurisdiction, the validity of the remaining covenants, conditions, terms and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

9. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this Section may not be waived except as herein set forth.

10. **Entire Agreement.** This Agreement, the Franchise Agreement, and the Personal Guaranty constitute the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersede any and all previous agreements between the parties, whether written or oral, with respect to such subject matter.

11. **Applicable Law, Binding Effect and Venue.** This Agreement shall be construed and regulated under and by the laws of the State of Florida and shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns. Venue for any action related to or arising out of this Agreement shall be in the state or federal court in or nearest to Duval County, Florida.

12. **Attorneys' Fees.** In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party shall be entitled to recover from the other party or parties all reasonable attorneys' and paralegals' fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

13. **Further Assurances.** Each of the parties hereto agree 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.

14. **Multiple Copies or Counterparts of Agreement; E-Signature.** The original and one or more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all of such executed copies shall have the same force and effect as the executed original and all of such counterparts taken together shall have the effect of a fully executed original. An electronically-signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement the date and year first written above.

**BRIGHTWAY:**

By: \_\_\_\_\_  
Nick Clements, Chief Executive Officer

**FRANCHISEE:**

By: \_\_\_\_\_

**GUARANTOR:**

\_\_\_\_\_

**EXHIBIT D:**

**TABLE OF CONTENTS OF CONFIDENTIAL OPERATING MANUAL**

# **CONFIDENTIAL OPERATING MANUAL (COM)**



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Published by Brightway Insurance, LLC

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**Table of Contents**

|  |           |
|--|-----------|
| <b>Introduction</b> .....  | <b>7</b>  |
| <b>1. Customer Service</b> .....   | <b>8</b>  |
| Service hours .....  | 10        |
| When a policy is due to renew .....  | 10        |
| Short-term policies .....  | 11        |
| Agency billed renewals .....   | 11        |
| Service turnaround: What you can expect .....  | 11        |
| <b>2. Agency operations</b> .....  | <b>12</b> |
| Accepting customer payments .....  | 12        |
| Agency personnel requirements.....   | 12        |
| Applications .....   | 13        |
| Audit and Compliance .....   | 13        |
| Awards.....  | 13        |
| Better Business Bureau.....  | 14        |
| Book Transfers.....  | 14        |
| Brightway University Online .....  | 14        |
| Carrier appointments .....   | 14        |
| Carrier book rolls .....   | 15        |
| Carrier incentive programs and compensation outside of revenue paid to Brightway Home Office.... | 15        |
| Carriers represented.....  | 16        |
| Claims handling .....  | 17        |
| Code of Conduct .....  | 18        |
| Commercial insurance sales .....   | 18        |
| Commercial training .....  | 19        |
| Acceptable and unacceptable Commercial risks in the Brightway system .....                       | 19        |
| Cannabis operations.....   | 20        |
| Liquor liability.....  | 20        |
| Complying with Commercial requirements in the Brightway system.....                              | 20        |
| Confidential information .....   | 20        |
| Core business .....  | 22        |
| Customer communication .....   | 22        |
| Communicating en masse to customers or non-customers .....                                       | 22        |
| Email.....   | 22        |
| Locating someone within the Brightway System.....  | 23        |
| Mass phone calling.....  | 24        |
| Mass mailing using U.S. Mail .....   | 24        |

- Methods of Communication ..... 24
- One-off customer communication ..... 24
  - Texting (aka SMS) ..... 24
  - Email..... 25
  - Automatic outbound dialing (aka Robocalls, auto-dial) ..... 25
  - Voicemail..... 25
  - Messenger ..... 26
- Coverages you'll write ..... 26
- Customer control and Agency of Record (AOR)..... 27
  - Steps to take to obtain and retain control of a customer ..... 27
  - Mutually agreeable solutions for extenuating circumstances ..... 28
  - Quote, X-Date Suspenses and customer control ..... 29
  - Minimizing lost business as a result of customer control ..... 29
  - Typographical and other mistakes made on entering customer information ..... 29
  - Non-compliance with customer control policy ..... 29
  - Agency of Record (AOR) ..... 30
    - From a non-Brightway Agency: ..... 30
    - From another Brightway Agency:..... 32
    - Cross-selling Home Office Policies..... 33
- Customer with no email address ..... 35
- Customer payments ..... 36
  - Payment methods ..... 37
  - Non-preferred payment method ..... 39
  - Payment for direct bill policies ..... 39
  - Payment methods are listed in order of preference ..... 39
  - Payment for Agency Bill policies ..... 40
- Diligent Effort ..... 41
- Documentation within the Agency Management System ..... 42
- Errors and Omissions insurance ..... 43
- Fees ..... 43
- Financial reporting..... 44
  - Hiring requirements ..... 44
  - Hiring a Brightway Associate who wishes to switch agencies ..... 44
  - New hire licensing requirements ..... 45
  - New hire paperwork..... 45
  - Non-Disclosure and Non-Solicitation Agreement..... 45
- Training requirements ..... 45
- New hire set up ..... 46
- Horizons New Business bonus program ..... 47
- Hours of operation ..... 47
- Insurance required to operate a Brightway location ..... 47

- Leads to sell new policies ..... 47
- Licensing requirements ..... 48
- Location Guidelines ..... 49
- Mandatory vendors ..... 51
- Marketing and marketing materials ..... 51
- New and renewal business definitions ..... 52
- Negative commission balances..... 52
- Non-commission compensation ..... 53
- Office closings due to weather/catastrophes ..... 53
- Office locations..... 53
- Placing Risks ..... 54
- Premium Finance..... 54
- Protecting Brightway business when successful Producers leave the system ..... 54
- Referring new Agency Owners to Brightway ..... 55
- Remote Workers ..... 56
- Responding to requests for information from the Home Office..... 57
- Rewrite policy ..... 58
  - Definition of a rewrite: ..... 58
  - General rewrite guidelines ..... 59
  - Rewrite reasons..... 59
  - Miscellaneous, rewrites ..... 61
  - Rewrite procedure ..... 62
  - Sales Territory ..... 62
- Short-term policy procedure ..... 63
- State Complaints ..... 63
- Technology ..... 63
  - Brightway websites ..... 63
  - Brightway Technology Specifications ..... 64
- Training requirements of existing AAOs and staff ..... 64
- Translation services for sales calls ..... 65
- Umbrella Policies ..... 65
- Virtual Assistants ..... 65
- 3. Commissions .....66**
  - How are commissions entered in AMS360? ..... 66
  - How are commissions paid to the Agency? ..... 66
  - The Commission Statement..... 66
    - Pay Statement tab ..... 66



|  |           |
|--|-----------|
| Representative tabs .....  | 66        |
| What is included in the commission payment on the 2 <sup>nd</sup> of each month? .....           | 66        |
| How to read a Brightway Commission Statement .....   | 67        |
| Viewing commissions in AMS .....   | 68        |
| Viewing Commissions in PowerBI .....   | 68        |
| Accounting transaction code definitions .....  | 69        |
| Policy transaction codes .....   | 69        |
| Commission Statement workbook.....   | 70        |
| Agents pay sheet tab – 2 <sup>nd</sup> of the month.....   | 71        |
| Representative tab (Columns A-K) – (2 <sup>nd</sup> ) of the month.....                          | 72        |
| Representative tab (Columns L-T) – (2 <sup>nd</sup> ) of the month .....                         | 73        |
| Commission base .....  | 74        |
| Printing Commission Statements .....   | 76        |
| Unprotecting worksheets.....   | 77        |
| Remove enable buttons in Excel .....   | 77        |
| <b>4. References .....</b>   | <b>80</b> |
| Brightway Pass-Through charges that appear on Commission Statements and roles in the system .... | 80        |
| Description of Roles in the Brightway system .....   | 83        |
| 2024 Commission Payment Schedule.....  | 84        |
| Home Office contacts .....   | 84        |
| Non-Disclosure, Non-Solicitation Agreement.....  | 84        |

This document outlines the policies and minimum technology requirements laid out by Brightway Insurance for your Brightway franchise.

**Contents**

Managed Services.....2

Internet connectivity .....2

Network infrastructure.....3

Telephony .....4

System hardware.....10

System software .....11

Support services .....13

Phishing and scam awareness .....14

**EXHIBIT E:**

**LIST OF BRIGHTWAY LOCATIONS AND BRIGHTWAY LOCATIONS THAT LEFT THE SYSTEM**

| Brightway Locations as of December 31, 2023 |   |                   |       |          |                |
|---|---|-------------------|-------|----------|----------------|
| Agency Owner                                | Street                                    | City              | State | Zip Code | Phone          |
| James Anderson                              | 2020 E. Prince Rd.                        | Tucson            | AZ    | 85719    | (520) 777-1368 |
| David Weaver                                | 14362 N Frank Lloyd Wright Blvd, Ste 2152 | Scottsdale        | AZ    | 85260    | (480) 847-2030 |
| Francisco Borunda                           | 908 W Chandler Blvd, Suite D-5            | Chandler          | AZ    | 85225    | (480) 805-8010 |
| Brian Crumbaker                             | 3129 Tiger Run Ct Ste 203                 | Carlsbad          | CA    | 92010    | (760) 517-3363 |
| Osama Khoury                                | 10646 Zelzah Ave. #202                    | Granada Hills     | CA    | 91344    | (818) 698-3080 |
| Lisa Saul                                   | 5150 Candlewood Street, Suite 2A          | Lakewood          | CA    | 90712    | (562) 383-7100 |
| Scott Harp                                  | 3200 Campfire Drive                       | Bakersfield       | CA    | 93312    | (661) 526-4300 |
| Sabrina Lee                                 | 4200 Trabuco Rd, Ste 216                  | Irvine            | CA    | 92620    | (949) 396-1070 |
| Andrea Dodson                               | 7308 State Highway 49, Ste E2             | Lotus             | CA    | 95651    | (530) 883-8866 |
| Sergio Torres                               | 25350 Magic Mountain Parkway, Ste 365     | Valencia          | CA    | 91355    | (661) 406-2426 |
| Aida Keledzhyan                             | 13615 Victory Blvd #107                   | Van Nuys          | CA    | 91401    | (818) 732-4200 |
| Adarsh Kaushal                              | 4900 California Ave, 210-B                | Bakersfield       | CA    | 93309    | (661) 310-0180 |
| Irene Lin                                   | 13209 Garvey Ave, Ste F                   | Baldwin Park      | CA    | 91706    | (626) 889-6644 |
| Robert Scheibe                              | 380 Perry St., Suite 240                  | Castle Rock       | CO    | 80104    | (303) 623-1997 |
| Jennifer Kolk                               | 7222 Commerce Center Dr, Suite 132        | Colorado Springs  | CO    | 80919    | (719) 599-3600 |
| Ashley Doebbeling                           | 3675 S. College Avenue, Suite 20          | Ft. Collins       | CO    | 80525    | (970) 829-8440 |
| Clay Reiser*                                | 5245 Ronald Reagan Blvd, Ste 2            | Johnstown         | CO    | 80534    | (970) 829-0090 |
| Wendy Fast                                  | 102 S Tejon St, Ste 1148                  | Colorado Springs  | CO    | 80903    | (719) 895-1222 |
| Adam Primrose                               | 4783 Farmingdale Dr Ste 222               | Colorado Springs  | CO    | 80918    | (719) 888-6680 |
| Christopher Butler                          | 1000 Bridgeport Ave, Suite 308            | Shelton           | CT    | 06484    | (203) 989-4880 |
| Michael Lublin                              | 4700 Millenia Blvd, Ste 500, Ofc 5094     | Orlando           | FL    | 32839    | (407) 816-3161 |
| Hasan Mehedi                                | 1850 Forest Hill Blvd Suite 109A          | West Palm Beach   | FL    | 33406    | (561) 649-8000 |
| Michelle Jerals                             | 10250 Normandy Blvd #501                  | Jacksonville      | FL    | 32221    | (904) 378-3003 |
| Daniel Roney                                | 4372 Southside Blvd Suite 205             | Jacksonville      | FL    | 32216    | (904) 565-8370 |
| Debbie Dellinger                            | 8660 College Parkway Suite 300            | Ft Myers          | FL    | 33919    | (239) 466-8050 |
| Michael Tarzia*                             | 12961 N Main Street Suite 304             | Jacksonville      | FL    | 32218    | (904) 696-6789 |
| Jim Pihl                                    | 3003 Claire Ln, Suite 401                 | Jacksonville      | FL    | 32223    | (904) 262-2886 |
| Richard Miller                              | 1552 Atlantic Blvd                        | Neptune Beach     | FL    | 32266    | (904) 372-2900 |
| Donna Bavier*                               | 1515 County Road 210 West Suite 103       | St. Johns         | FL    | 32259    | (904) 823-3699 |
| Vincent A Zanfini*                          | 1662 Bayshore Blvd                        | Port St Lucie     | FL    | 34984    | (772) 204-9668 |
| Ken Toney*                                  | 815 Beville Rd, Suite B                   | South Daytona     | FL    | 32119    | (386) 253-3969 |
| Billy Wagner                                | 111-C Solana Rd.                          | Ponte Vedra Beach | FL    | 32082    | (904) 280-4102 |
| George Nichols                              | 2750 Taylor Avenue, Ste A-16              | Orlando           | FL    | 32806    | (407) 897-6860 |
| Rich Saltzman*                              | 1601 East Bay Drive Suite 3               | Largo             | FL    | 33771    | (727) 581-4200 |
| Daniel Miller                               | 2104 Park Street                          | Jacksonville      | FL    | 32204    | (904) 854-4555 |
| Stacy Ryan                                  | 3670 US 1 Suite 100                       | St Augustine      | FL    | 32086    | (904) 217-7496 |

|                               |   |                    |    |       |                |
|-------------------------------|---|--------------------|----|-------|----------------|
| Kevin Feuser                  | 3631 South Access Road                  | Englewood          | FL | 34224 | (941) 474-3456 |
| Ashley Casey                  | 108 Sea Grove Main St Suite B           | St Augustine       | FL | 32080 | (904) 217-7547 |
| Kevin Bland                   | 1112 NE 36th Avenue                     | Ocala              | FL | 34470 | (352) 694-2886 |
| Michael Tarzia*               | 960185 Gateway Blvd Unit 107            | Fernandina Beach   | FL | 32034 | (904) 491-7622 |
| Tony Debs                     | 6915 Red Road Suite 209                 | Coral Gables       | FL | 33143 | (305) 668-7070 |
| Charlene Rodriguez            | 231 N. Kentucky Avenue, Suite 216       | Lakeland           | FL | 33801 | (863) 644-7711 |
| Janet Harrington              | 31962 U.S. Highway 19 North             | Palm Harbor        | FL | 34684 | (727) 789-2200 |
| George Sterner                | 1451 E Irlo Bronson Mem Hwy             | St Cloud           | FL | 34771 | (407) 891-9361 |
| Matthew Carlucci Jr           | 3535 Hendricks Avenue                   | Jacksonville       | FL | 32207 | (904) 399-1000 |
| Christine Bonde               | 6850 Park Blvd                          | Pinellas Park      | FL | 33781 | (727) 828-8700 |
| Michael Hatmaker              | 7210 Ulmerton Road Suite I              | Largo              | FL | 33771 | (727) 451-7700 |
| Jason Wells                   | 7440 US Highway 1 North Suite 102       | St. Augustine      | FL | 32095 | (904) 260-6811 |
| Giancarlo Perez               | 12185 Sheridan Street                   | Cooper City        | FL | 33026 | (954) 652-2400 |
| David Leinecker               | 5000 US Highway 17 Suite 14             | Fleming Island     | FL | 32003 | (904) 278-7749 |
| Matthew McAfee & Seana McAfee | 1844 Park Avenue                        | Orange Park        | FL | 32073 | (904) 269-1616 |
| Jeff Stoneking                | 9770 Baymeadows Road Suite 131          | Jacksonville       | FL | 32256 | (904) 538-0411 |
| Eric Rand                     | 10055 Yamato Road, Suite 404            | Boca Raton         | FL | 33498 | (561) 372-3100 |
| Tom Bishop                    | 170 East Boca Raton Road Suite 3        | Boca Raton         | FL | 33432 | (561) 361-5610 |
| Scott Helfer                  | 360 Town Plaza Ave #320                 | Ponte Vedra        | FL | 32081 | (904) 567-2222 |
| Jace Howard                   | 2755 Blanding Blvd. Ste 110             | Middleburg         | FL | 32068 | (904) 291-4663 |
| Bobby Raymond                 | 3033 Monument Road Suite 11             | Jacksonville       | FL | 32225 | (904) 517-5900 |
| Tyler Smith*                  | 9230 Daniels Parkway Unit 2             | Fort Myers         | FL | 33912 | (239) 603-8200 |
| Sandy Supanik                 | 10710 State Road 54 Suite 102           | Trinity            | FL | 34655 | (727) 375-1110 |
| Thai Nguyen                   | 5100 Sunbeam Road Suite 13              | Jacksonville       | FL | 32257 | (904) 527-3029 |
| Vincent A Zanfini*            | 1728 SE Indian Street                   | Stuart             | FL | 34997 | (772) 872-7800 |
| Tom Noyes*                    | 6240 West Indiantown Road Suite 5       | Jupiter            | FL | 33458 | (561) 277-9908 |
| Rhoda Murphy                  | 4550 Donald Ross Road Suite I-110       | Palm Beach Gardens | FL | 33418 | (561) 598-6300 |
| Corina Smith                  | 2430 SE Federal Hwy                     | Stuart             | FL | 34994 | (772) 600-5401 |
| Douglas Duryea                | 8936 North Military Trail               | Palm Beach Gardens | FL | 33410 | (561) 727-3300 |
| Carol Schindler*              | 1330 Main St FL 2 OFC 16                | Sarasota           | FL | 34236 | (941) 921-9092 |
| Nicholas Ward                 | 14862 Main Street                       | Alachua            | FL | 32615 | (352) 240-7500 |
| Jodi Rankin                   | 660 Commerce Center Drive Unit 125      | Jacksonville       | FL | 32225 | (904) 345-5600 |
| Susan De Loche                | 1899 Murrell Road Suite 136             | Rockledge          | FL | 32955 | (321) 338-4300 |
| David Pojero                  | 58 N Charles Richard Beall Blvd. Ste. B | Debary             | FL | 32713 | (386) 624-6934 |
| Debbie Hubicki                | 4391 Colonial Blvd Suite 103            | Fort Myers         | FL | 33966 | (239) 931-5390 |
| Sam Kassar*                   | 3531 Bonita Bay Blvd, Suite 200         | Bonita Springs     | FL | 34134 | (239) 676-8199 |
| Ray Sacchieri*                | 533 NE 3rd Ave, Ste 3                   | Fort Lauderdale    | FL | 33301 | (954) 519-5244 |
| Matt Grundwerg                | 10240 West Sample Road Suite A          | Coral Springs      | FL | 33065 | (954) 617-2600 |

|                      |   |                    |    |       |                |
|----------------------|---|--------------------|----|-------|----------------|
| James Mastrogiacomo* | 12361 Hagen Ranch Road Suite 501        | Boynton Beach      | FL | 33437 | (561) 424-2800 |
| Brandon Bascelli     | 423 North Street                        | Green Cove Springs | FL | 32043 | (904) 297-7970 |
| Ryan Barrett         | 8928 Taft Street                        | Pembroke Pines     | FL | 33024 | (954) 374-5100 |
| Christopher Schmidt* | 4303 Spanish Trl, Ste B                 | Pensacola          | FL | 32504 | (850) 289-0500 |
| Patrick McMahon      | 5400 South University Drive Suite 604   | Davie              | FL | 33328 | (954) 615-4500 |
| Lucas Aloisi         | 6600 Parkside Drive Unit 6680           | Parkland           | FL | 33067 | (954) 800-8300 |
| Steve Bennett        | 1004 US Highway 19 Suite 103            | Holiday            | FL | 34691 | (727) 722-9400 |
| Jorge Valdivieso     | 17515 Pines Blvd                        | Pembroke Pines     | FL | 33029 | (954) 374-5200 |
| Scott McKay          | 1515 South Dale Mabry Highway Suite 104 | Tampa              | FL | 33629 | (813) 999-4444 |
| John Canonico        | 1500 Alafaya Trail Suite 1012           | Oviedo             | FL | 32765 | (407) 706-6550 |
| Kris Allan           | 895 Fox Valley Drive, Suite 109         | Longwood           | FL | 32779 | (321) 280-5200 |
| Ken Nguyen           | 6974 North 22nd Avenue                  | St. Petersburg     | FL | 33710 | (727) 258-9700 |
| Kunie Lorenzo        | 8320 W Sunrise Blvd Suite 202A          | Plantation         | FL | 33322 | (954) 615-4800 |
| Carl Hill            | 1527 Dale Mabry Highway, Suite 100      | Lutz               | FL | 33548 | (813) 403-5600 |
| Ryan J. Flagler      | 55 Plaza Drive Suite 5                  | Palm Coast         | FL | 32137 | (386) 597-8200 |
| Jennifer Dittman*    | 159 Parliament Loop, Ste 1001           | Lake Mary          | FL | 32746 | (321) 363-5500 |
| Steven Daniel Sands* | 11160 Beach Blvd Suite 132              | Jacksonville       | FL | 32246 | (904) 999-3250 |
| Tavares Horne        | 2867 Caledonia St                       | Marianna           | FL | 32448 | (850) 633-3460 |
| Kristy Moffat        | 9127 SW 52nd Avenue Suite D-103         | Gainesville        | FL | 32608 | (352) 519-1900 |
| Lisa Arnold          | 4320 South Babcock Street Suite 102     | Melbourne          | FL | 32901 | (321) 265-4555 |
| Teresa M. Parks      | 7025 N Wickham Road Suite 106           | Melbourne          | FL | 32940 | (321) 428-0600 |
| Derrick Vance        | 1073 Willa Springs Dr, Unit 201         | Winter Springs     | FL | 32708 | (407) 603-0202 |
| Alexis De Jorge      | 2727 N John Young Parkway Suite F       | Kissimmee          | FL | 34741 | (407) 449-1880 |
| Rich Saltzman*       | 13909 N. Dale Mabry Highway Suite 104   | Tampa              | FL | 33618 | (813) 381-5498 |
| Jennifer Dittman*    | 3705 Tampa Road Suite 1                 | Oldsmar            | FL | 34677 | (727) 493-0918 |
| Tom Noyes*           | 308 Tequesta Drive, Suite 9             | Tequesta           | FL | 33469 | (772) 408-4498 |
| Ross Komarinetz      | 873 Donald Ross Road                    | Juno Beach         | FL | 33408 | (561) 425-6228 |
| Jacqueline Howard    | 18191 NW 68 Avenue, Suite 222           | Miami Lakes        | FL | 33015 | (305) 676-6762 |
| Eric Seuffert        | 814 SW Pine Island Rd, Ste 207          | Cape Coral         | FL | 33991 | (239) 214-0055 |
| Steven Daniel Sands* | 163 Hampton Point Dr Ste 3 Ofc 6        | St. Augustine      | FL | 32092 | (904) 217-7624 |
| Ryan M. Loucks       | 5781 N. Federal Highway                 | Boca Raton         | FL | 33487 | (561) 414-2413 |
| Erica Grubbs         | 4138 Rowan Rd                           | New Port Richey    | FL | 34653 | (727) 315-0707 |
| Ben Stephens         | 463711 State Road 200, Suite 12         | Yulee              | FL | 32097 | (904) 712-6300 |
| Richard Dorrian      | 19970 South Tamiami Trail, Suite 104    | Estero             | FL | 33928 | (239) 280-5480 |
| Sam Kassar*          | 3960 Radio Rd #111                      | Naples             | FL | 34104 | (239) 301-3818 |
| Ryan Collins         | 1361 Sawgrass Corporate PKWY STE 200    | Sunrise            | FL | 33323 | (954) 743-5960 |
| Bill Thomas          | 12794 Forest Hill Blvd Ste 15A          | Wellington         | FL | 33414 | (561) 331-6652 |

|                       |                                       |                  |    |       |                |
|-----------------------|---------------------------------------|------------------|----|-------|----------------|
| Jessica Marie Wilson  | 500 Main St, Suite L                  | Safety Harbor    | FL | 34695 | (727) 316-5004 |
| Chris Dillon          | 924 7th AVE E.                        | Bradenton        | FL | 34208 | (941) 900-4441 |
| Tyler Smith*          | 1205 Piper Blvd, Suite 202            | Naples           | FL | 34110 | (239) 300-9332 |
| Stephen Cowherd       | 14 Swimming Pen Dr. Suite 2           | Middleburg       | FL | 32068 | (904) 469-1900 |
| Joseph Craig*         | 5001 Fourth Street North Suite B      | St. Petersburg   | FL | 33703 | (727) 228-3111 |
| Hillary Schor         | 2255 Glades Rd, Ste 324A, Ofc 110     | Boca Raton       | FL | 33431 | (516) 559-6611 |
| Marielys Marquez      | 3951 N Haverhill Rd, Suite 208        | West Palm Beach  | FL | 33417 | (561) 331-4744 |
| Patrick Calabrese     | 8461 Lake Worth Rd, Ste 109           | Lake Worth       | FL | 33467 | (561) 473-4700 |
| Gabriel Bodner        | 11921 S Dixie Hwy, Suite 213          | Pinecrest        | FL | 33156 | (305) 748-2095 |
| Ashley Burbank-Boyles | 17086 Cortez Blvd                     | Brooksville      | FL | 34601 | (352) 204-9559 |
| Cici Lu               | 8390 Champions Gate #205              | Champions Gate   | FL | 33896 | (407) 337-5775 |
| Cyndiana DeJesus      | 2550 Palm Bay Rd, Suite 113           | Palm Bay         | FL | 32909 | (321) 257-4045 |
| James Owens           | 337 W Lake Faith Drive                | Maitland         | FL | 32751 | (407) 289-1090 |
| Vincent Zanfini*      | 10750 SE Federal Hwy                  | Hobe Sound       | FL | 33455 | (772) 212-0318 |
| Ana Paulino           | 4355 Hancock Bridge Pkwy              | North Fort Myers | FL | 33903 | (239) 689-7766 |
| Brandon Lester        | 570 Memorial Circle, Suite 225        | Ormond Beach     | FL | 32174 | (386) 400-5144 |
| Jared Hill            | 2193 Davenport Boulevard              | Davenport        | FL | 33837 | (863) 345-8686 |
| Brittany Miron        | 516 Cameron Driggers Dr Unit D        | Ruskin           | FL | 33570 | (813) 819-0380 |
| Wenddy Marmol         | 2730 SW 3rd Ave Ste 202C              | Miami            | FL | 33129 | (786) 558-2700 |
| Vanessa Nunez         | 7971 Riviera Blvd, Unit 310           | Miramar          | FL | 33023 | (786) 677-4020 |
| Wizeth Stecconi       | 1100 S Tamiami Trail, Ste. B          | Venice           | FL | 34285 | (941) 867-4800 |
| Robin Starritt        | 7281 Sunshine Grove Rd., Suite 123    | Brooksville      | FL | 34613 | (352) 364-9555 |
| Jeffrey Terry         | 238 E. Davis Blvd. #218               | Tampa            | FL | 33606 | (813) 467-8822 |
| Tommy Bailey          | 6440 Southpoint Pkwy, Ste 366         | Jacksonville     | FL | 32216 | (904) 727-0710 |
| Arturo Garcia         | 5950 Hazeltine National Dr, Suite 625 | Orlando          | FL | 32822 | (407) 347-4839 |
| Paul Lattibeaudaire   | 8400 N University Drive, Suite 206    | Tamarac          | FL | 33321 | (954) 628-4030 |
| Ronnie Oats           | 1211 Tech Blvd, Suite 160             | Tampa            | FL | 33619 | (813) 822-5030 |
| Kevan Sanjana         | 5950 NW 1st Pl, Ste 140               | Gainesville      | FL | 32607 | (352) 260-0088 |
| Franco Girem          | 1800 Pembrook Dr., Suite 364          | Orlando          | FL | 32810 | (407) 813-2010 |
| Caridad Saavedra      | 6303 Blue Lagoon Dr., Ste 497         | Miami            | FL | 33126 | (305) 916-4042 |
| Glorines Pardo-Garcia | 1802 N Alafaya Trail, Ste 154         | Orlando          | FL | 32826 | (407) 442-1090 |
| John Egusquiza        | 9960 SW 40th St., Ste A               | Miami            | FL | 33165 | (305) 615-1423 |
| Daniela Gomez         | 6900 Tavistock Lakes Blvd, Suite 441  | Orlando          | FL | 32827 | (407) 749-0301 |
| Diana Lee             | 1500 Weston Rd, Ste 200-13            | Weston           | FL | 33326 | (754) 946-5040 |
| Lizabeth Krus         | 1423 Beacon Street                    | New Smyrna Beach | FL | 32169 | (386) 401-4278 |
| Zach Chittum          | 2925 Cardinal Drive, Ste G            | Vero Beach       | FL | 32963 | (772) 874-3243 |
| Misty Moody           | 9198 S. US Highway 1                  | Port Saint Lucie | FL | 34952 | (772) 874-3103 |

|                       |                                     |                   |    |       |                |
|-----------------------|-------------------------------------|-------------------|----|-------|----------------|
| Anne Miller           | 1855 Wells Rd, Ste 3B               | Orange Park       | FL | 32073 | (904) 895-4050 |
| Ruth Hart             | 3801 Avalon Park East Blvd, Ste 221 | Orlando           | FL | 32828 | (689) 204-2100 |
| Airton Lima           | 750 E Sample Rd, Ste B03-221        | Pompano Beach     | FL | 33064 | (561) 620-6000 |
| Daniel Dotter         | 5609 US HWY 19, Unit B              | New Port Richey   | FL | 34652 | (727) 478-3080 |
| Sujei Sanchez         | 6500 S Dixie Hwy, Ste E             | West Palm Beach   | FL | 33405 | (561) 461-0101 |
| Miguel Pagan          | 4543 Pleasant Hill Rd, Ste F        | Kissimmee         | FL | 34759 | (407) 974-3130 |
| Youshan Zhao          | 5060 W Colonial Dr Ste 118-C        | Orlando           | FL | 32808 | (407) 985-4433 |
| Zaida Rizzo           | 150 S Pine Island Rd Ste 305        | Plantation        | FL | 33324 | (954) 671-0506 |
| Charles Shoemaker     | 1300 N. Federal Hwy, Ste 104        | Boca Raton        | FL | 33432 | (561) 486-6040 |
| Stephanie Richardson  | 510 County Road 466, Ste 203L       | Lady Lake         | FL | 32159 | (352) 260-0418 |
| Luis Neves            | 13538 Village Park Dr Ste 215A      | Orlando           | FL | 32837 | (407) 955-9100 |
| Gustavo Rangel        | 6000 Metrowest Blvd, Ste 116        | Orlando           | FL | 32835 | (689) 205-8899 |
| Michael C Bailey      | 150 3rd St SW Ste 203               | Winter Haven      | FL | 33880 | (863) 614-1300 |
| Sherri Webb           | 13800 Tech City Cir., Ste 319       | Alachua           | FL | 32615 | (386) 297-4101 |
| Andrei Byfield        | 11555 Heron Bay Blvd, Ste 228       | Coral Springs     | FL | 33076 | (954) 715-7273 |
| Michael Champer       | 1415 Panther Ln Ste 152             | Naples            | FL | 34109 | (239) 963-2070 |
| Jerry Terrian         | 5344 9th St Ste 108                 | Zephyrhills       | FL | 33542 | (813) 733-4030 |
| Chris Hundley         | 319 W. Town Place, Ste 21, Ofc 1    | St. Augustine     | FL | 32092 | 904-456-8774   |
| Jose Candelario       | 1980 N Atlantic Ave, Ste 607        | Cocoa Beach       | FL | 32931 | (321) 280-2500 |
| John Calvin           | 4440 Merrimac Ave, Ste 4            | Jacksonville      | FL | 32210 | (904) 578-7722 |
| Chris Tanner          | 155 Levy Rd, Ste. A-1               | Atlantic Beach    | FL | 32233 | (904) 903-4441 |
| Etony Eliphar         | 2100 W New Haven Ave                | Melbourne         | FL | 32904 | (321) 462-3483 |
| Joanne Scott          | 5636 Hollywood Blvd, Ste A          | Hollywood         | FL | 33021 | (954) 344-4060 |
| Leyanis Gaspar        | 5664 Strand Ct Ste A-1              | Naples            | FL | 34110 | (239) 351-1511 |
| Stacey Arey           | 5857 Argerian Dr, Ste 101-B         | Wesley Chapel     | FL | 33545 | (813) 734-7722 |
| John Lopez            | 7301 SW 57th Ct Ste 550-A           | South Miami       | FL | 33143 | (305) 564-3055 |
| Stephanie Canas       | 1035 S State Road 7 Ste 315-29      | Wellington        | FL | 33414 | (561) 593-4747 |
| Duckencia Chauvet     | 843 NE 125th St, Unit 101           | North Miami       | FL | 33161 | (786) 528-8648 |
| Eric Sewell           | 7552 Navarre Pkwy, Unit 25, Ofc 2   | Navarre           | FL | 32566 | (850) 634-0545 |
| Leticia Rodriguez     | 101 W Silver Star Rd Ste 20         | Ocoee             | FL | 34761 | (407) 554-5003 |
| Emmanuel Guerrier     | 2431 W Pensacola St                 | Tallahassee       | FL | 32304 | (850) 208-3210 |
| Flavio Vieira de Melo | 5401 S Kirkman Rd Ste 242           | Orlando           | FL | 32819 | (689) 220-4441 |
| Tarchan Ramgulam      | 2424 W Oakland Park Blvd Ste 117    | Oakland Park      | FL | 33311 | (954) 246-4447 |
| Jason White           | 17651 Panama City Beach Pkwy Ste 1  | Panama City Beach | FL | 32413 | (850) 630-4020 |
| Angel Sanchez         | 39 NW 166th Street, Unit 3          | Miami             | FL | 33169 | (305) 396-2305 |
| Ken Toney*            | 819 Forest Parkway - D              | Forest Park       | GA | 30297 | (678) 546-0100 |
| Lyndsay Davis         | 330 S Wall Street, Suite 2          | Calhoun           | GA | 30701 | (706) 750-0401 |
| Curtis Caldwell       | 351-B Dahlonga Street               | Cumming           | GA | 30040 | (470) 281-9600 |



|                            |                                       |                |    |       |                |
|----------------------------|---------------------------------------|----------------|----|-------|----------------|
| Quincy Vinson              | 4685 Cedar Park Way                   | Stone Mountain | GA | 30083 | (470) 870-6500 |
| Charles Savage             | 1509 Johnson Ferry Rd, Ste T7         | Marietta       | GA | 30062 | (770) 371-1070 |
| Antonio Moody              | 997 N. Indian Creek Dr.               | Clarkston      | GA | 30021 | (404) 905-5777 |
| Marlon Hamilton            | 87 Pine Grove Rd                      | Locust Grove   | GA | 30248 | (678) 446-3380 |
| Francis Rodriguez Ydrogo   | 1585 Old Norcross Rd Ste 204 B        | Lawrenceville  | GA | 30046 | (470) 906-0040 |
| Torey Bryant               | 235 Peachtree St, Ste 361             | Atlanta        | GA | 30303 | (404) 595-2101 |
| Roy Ashley                 | 807 S. Laurel St., Ste 1              | Springfield    | GA | 31329 | (912) 267-9988 |
| Vimal Patel                | 6110 McFarland Station Dr, Ste 106-B  | Alpharetta     | GA | 30004 | (404) 885-8814 |
| Nick Luppino               | 9 St. Andrews Ct., Ste 201            | Brunswick      | GA | 31520 | (912) 662-0240 |
| Kurt J Lease               | 2395 Tech Drive Ste. 5B               | Bettendorf     | IA | 52722 | 563-594-6628   |
| William Thompson           | 859 South Yellowstone Hwy, Suite 1201 | Rexburg        | ID | 83440 | (208) 563-6030 |
| Matthew Robert Nadelhoffer | 28W530 Batavia Rd, Suite 202          | Warrenville    | IL | 60555 | (630) 581-8881 |
| Joe Janicki                | 160 E Main Street                     | Lake Zurich    | IL | 60047 | (847) 807-3200 |
| Jose Mariscal              | 1282 Hainesville Road                 | Round Lake     | IL | 60073 | (847) 807-8388 |
| Carlos Semanate            | 6608 W 111 St                         | Worth          | IL | 60482 | (708) 852-5575 |
| Samiebert Famanas          | 5250 Old Orchard Rd. Ste 330          | Skokie         | IL | 60077 | (847) 380-5040 |
| Michael Thomas Barton      | 9465 Counselors Row Ste 200 Ofc 252   | Indianapolis   | IN | 46240 | (737) 402-7200 |
| David Fonseca              | 852 Highlander Point Dr               | Floyds Knobs   | IN | 47119 | (812) 777-4428 |
| Jason Kocher               | 554 Pit Rd., Office# 11               | Brownsburg     | IN | 46112 | (317) 548-5352 |
| Chris Bell                 | 2425 Highway 41 N Ste 201             | Evansville     | IN | 47711 | (930) 212-8288 |
| Bradley Frye               | 3125 Dandy Trl Ste 200                | Indianapolis   | IN | 46214 | (317) 940-5752 |
| Ramona Chapman             | 100 S Main St, Ste 600                | Wichita        | KS | 67202 | (316) 867-6080 |
| Aaron Thakker              | 2 W 10th Street                       | Eudora         | KS | 66025 | (785) 727-4212 |
| Ben Rodriguez*             | 7115 Dominican St                     | New Orleans    | LA | 70118 | (504) 603-0900 |
| Christopher Schmidt*       | 260 Hickory Avenue                    | Harahan        | LA | 70123 | (504) 930-4460 |
| John Scott                 | 7520 Perkins Rd, Suite 285            | Baton Rouge    | LA | 70808 | (225) 412-9970 |
| Michele Robicheaux         | 107 Centre Sarcelle Blvd, Suite 707   | Youngsville    | LA | 70592 | (337) 347-7170 |
| Laura LeBlanc              | 406 W Morris Ave. Suite C             | Hammond        | LA | 70403 | (985) 602-9998 |
| Joseph D. Bohrer           | 1421 N Causeway Blvd Unit 203         | Metairie       | LA | 70001 | (985) 275-0750 |
| Rodney Welch               | 610 Cypress St                        | West Monroe    | LA | 71291 | (318) 654-7756 |
| Ben Rodriguez*             | 16645 Highland Road, Suite G-2        | Baton Rouge    | LA | 70810 | (225) 424-6177 |
| John ONiell                | 521 E. Demanade                       | Lafayette      | LA | 70503 | (337) 339-9603 |
| Jimmy Thomas               | 194 Williamsburg St.                  | Lake Charles   | LA | 70605 | (337) 205-0151 |
| Joanna Randall             | 307 Annette Dr                        | Slidell        | LA | 70458 | (985) 214-4433 |
| Alvin Bourque              | 907 E. Weber Street                   | Gonzales       | LA | 70737 | (225) 330-8470 |
| Keisha Woods               | 621 Franklin Avenue                   | Gretna         | LA | 70053 | (504) 702-0070 |
| Scott Simmons              | 3700 Orleans Ave, Suite 105           | New Orleans    | LA | 70119 | (504) 900-3311 |

|                              |  |                 |    |            |                |
|------------------------------|--|-----------------|----|------------|----------------|
| Chad Combetta                | 201 St. Charles Ave, Suite 2500            | New Orleans     | LA | 70170      | (504) 393-2090 |
| JaNell Simpson               | 106 Park Pl, Ste 211                       | Covington       | LA | 70433      | (985) 549-6860 |
| Beau Boudreaux               | 3900 N Causeway Blvd, Ste 3475             | Metairie        | LA | 70002      | (504) 569-5577 |
| Thomas Wilson Smith III      | 122 W. Pine St, Ste G                      | Ponchatoula     | LA | 70454      | (985) 322-1177 |
| Willie Green Jr.             | 1901 Manhattan Blvd. Ste 217               | Harvey          | LA | 70058      | (504) 569-5040 |
| Joe Lyman                    | 100 North Street Ste 400                   | Pittsfield      | MA | 01201      | (508) 635-5353 |
| Rodney Chance                | 77 Pond St.                                | Sharon          | MA | 02067      | (781) 859-4422 |
| Cheryl Isaac                 | 324 Grove St Ste 1209                      | Worcester       | MA | 01605      | (508) 964-8188 |
| Tracey Simms                 | 18 S Main St Ste 201A                      | Bel Air         | MD | 21014      | (443) 545-3020 |
| Bryan Lambert                | 3023 Henry St.                             | Muskegon        | MI | 49441      | (231) 769-2700 |
| Razur Rahman                 | 30050 Hoover Rd, Suite B                   | Warren          | MI | 48093      | (810) 360-2559 |
| Ankur Patel                  | 45829 Mound Road                           | Shelby Township | MI | 48317      | (734) 545-8935 |
| Sara Shunk                   | 55951 Gratiot Ave, Ste 12                  | Chesterfield    | MI | 48051      | (586) 840-2070 |
| Ghada Mustapha               | 10619 W. Warren Ave.                       | Dearborn        | MI | 48126      | (313) 416-9060 |
| Kevin Dodson                 | 20300 Superior Rd Ste 110                  | Taylor          | MI | 48180      | (734) 519-5550 |
| Cara Wilks                   | 11850 Claridge Dr.                         | Dewitt          | MI | 48820      | (517) 619-0550 |
| Amir Omar                    | 24681 Northwestern Hwy, Ste 3215           | Southfield      | MI | 48075      | (734) 929-1333 |
| Gary Silverman               | 17600 Chesterfield Airport Rd Suite 104    | Chesterfield    | MO | 63005      | (636) 422-3260 |
| Malik Oliphant               | 4625 Lindell Blvd, Ste 315                 | St. Louis       | MO | 63108      | (314) 390-5300 |
| Phuong Hoang                 | 9962 Lin Ferry Dr Ste 203                  | St. Louis       | MO | 63123      | (314) 798-9098 |
| James Oddo                   | 1522 S Glenstone Ave Ste A                 | Springfield     | MO | 65804      | (417) 530-4644 |
| Dennis Gurley                | 22611 Hwy 63, Ste B                        | Moss Point      | MS | 39562      | (228) 299-3686 |
| Vaughn Gresham               | 300 Castlewoods Blvd                       | Brandon         | MS | 39047      | (601) 213-3111 |
| Dimitri Apostle              | 102-B Waxhaw Professional Park Drive       | Waxhaw          | NC | 28173      | (704) 218-6000 |
| Maz Ganim                    | 5561 McNeely Dr., Unit 203                 | Raleigh         | NC | 27612      | (919) 443-3300 |
| Charlie Bourgeois            | 10020 Monroe Road Suite 215                | Matthews        | NC | 28105      | (704) 885-5900 |
| Gene S. Kropfelder           | 507 Woodlawn St                            | Belmont         | NC | 28012      | (704) 566-0400 |
| James Duncan Osborne         | 7320 Six Forks Rd Ste 200                  | Raleigh         | NC | 27615      | (919) 589-3881 |
| William Stephen Aldridge III | 243B Town Center Dr, Ste B                 | Locust          | NC | 28097-8001 | (704) 565-0725 |
| Vipul Hapani                 | 16607 Riverstone Way, Unit 200, Office #11 | Charlotte       | NC | 28277      | (980) 242-2229 |
| Jasmine Walker               | 2315 W Arbors Drive, Suite 200             | Charlotte       | NC | 28262      | (980) 285-3307 |
| Carla D.Bluit                | 1205 W. Bessemer Ave. Suite 115            | Greensboro      | NC | 27408      | (336) 664-8400 |
| Amy Jo Briley                | 604 N Main St. Suite B                     | Fuquay-Varina   | NC | 27526      | (919) 893-4411 |
| Brett Harms                  | 5512 Business Dr.                          | Wilmington      | NC | 28405      | (910) 518-5635 |
| Brooke Marin                 | 9820 Northcross Center Ct, Ste 184         | Huntersville    | NC | 28078      | (980) 443-6200 |
| Stephanie Ross               | 2206 Page Rd, Ste 202                      | Durham          | NC | 27703      | (984) 297-8855 |
| Geovanny Reynoso             | 11 Joseph St.                              | Phillipsburg    | NJ | 08865      | (610) 572-3344 |
| Zachary Semenza              | 63 Keystone Ave, Ste 107                   | Reno            | NV | 89503      | (775) 567-3333 |
| Christina Iacangelo          | 675 W Moana Ln Ste 210                     | Reno            | NV | 89509      | (775) 902-2333 |

|                              |   |               |    |       |                |
|------------------------------|---|---------------|----|-------|----------------|
| Julio D Ramirez              | 405 North Ave                           | New Rochelle  | NY | 10801 | (914) 919-9332 |
| Leslie Redler-Cohen          | 70 East Sunrise Highway Suite 500       | Valley Stream | NY | 11581 | (516) 613-5010 |
| Stalyn Orellana              | 157 Medford Ave, Suite A                | Patchogue     | NY | 11772 | (631) 935-9030 |
| John Reardon                 | 35 West Jefryn Blvd.                    | Deer Park     | NY | 11729 | (631) 865-5870 |
| Michael Dolin                | 175 Community Drive, Suite 128          | Great Neck    | NY | 11030 | (646) 593-8100 |
| Carmen Rivas                 | 897 Delaware Ave, Suite 206             | Buffalo       | NY | 14209 | (716) 303-0020 |
| Sirinun Kumparatana          | 50 Glen St., Ste 327                    | Glen Cove     | NY | 11542 | (516) 620-1500 |
| Shawn Bonilla                | 100 Duffy Ave, Ste 510                  | Hicksville    | NY | 11801 | (516) 620-3800 |
| Carol Schindler*             | 4166 Dayton Xenia Rd                    | Beavercreek   | OH | 45432 | (937) 865-2500 |
| Joel Daria                   | 4660 Cemetery Rd                        | Hilliard      | OH | 43026 | (614) 468-8180 |
| Douglas Thomas               | 724 Youngstown Warren Rd., Ste 11       | Niles         | OH | 44446 | (330) 639-2575 |
| Ray Sacchieri*               | 1880 E. Veterans Memorial HWY           | Blanchard     | OK | 73010 | (405) 253-5741 |
| David D. Pickel              | 400 South Elm Pl. Suite G1              | Broken Arrow  | OK | 74012 | (918) 872-0880 |
| Eli Drost                    | 1860 NE 4th St, Ste 500                 | Bend          | OR | 97701 | (541) 241-7752 |
| Christopher Patterson        | 4451 Brownridge Terrace #205            | Medford       | OR | 97504 | (541) 702-1122 |
| Lyndsay Kahn                 | 341 E Lancaster Ave FL 2 STE B          | Downingtown   | PA | 19335 | (610) 871-1112 |
| James Mastrogiacomo*         | 102 Buckwalter Parkway, Suite 3Z        | Bluffton      | SC | 29910 | (843) 480-9933 |
| Jennifer McKenzie            | 426 West Coleman Blvd Unit F            | Mt. Pleasant  | SC | 29464 | (843) 408-4554 |
| Brandon Jamison              | 1122 Lady St OFC 257                    | Columbia      | SC | 29201 | (803) 743-4448 |
| Clay Reiser*                 | 12019 North Radio Station Road, Suite E | Seneca        | SC | 29678 | (864) 900-5115 |
| Megan Schauer                | 128 S Main St, Ste 4A                   | Summerville   | SC | 29483 | (843) 848-8100 |
| Robert Rollings              | 336 Georgia Avenue, Suite 206           | North Augusta | SC | 29841 | (803) 830-6040 |
| Dave Fuentes                 | 2025 Ebenezer Rd, Suite J-5             | Rock Hill     | SC | 29732 | (803) 787-0800 |
| Timothy Walters              | 7009 Asheville Hwy                      | Knoxville     | TN | 37924 | (423) 417-2070 |
| Bill Andersen                | 1270 Hall Valley Cove                   | Cordova       | TN | 38018 | (901) 878-3244 |
| Martin Fugate                | 2771 Highway 11 E Ste 9                 | Lenoir City   | TN | 37772 | (865) 562-3400 |
| April Dunning                | 50 Stonebridge Blvd Ste 2               | Jackson       | TN | 38305 | (731) 595-4974 |
| Peter Linke                  | 17194 Preston Road, Suite 210           | Dallas        | TX | 75248 | (972) 584-1286 |
| Sivachidambaram Govindarajan | 6832 Coit Road, Suite 270A              | Plano         | TX | 75023 | (469) 814-8199 |
| Robert Lowry                 | 3555 Rayford Rd, Suite 40               | Spring        | TX | 77386 | (281) 466-4377 |
| Benjamin R. Young            | 4419 Loop 322                           | Abilene       | TX | 79602 | (325) 899-3384 |
| Norma Wilkins                | 8668 John Hickman Pkwy, Ste 701         | Frisco        | TX | 75034 | (972) 232-2296 |
| Thy Phan                     | 500 E Arapaho Rd STE 103                | Richardson    | TX | 75081 | (972) 865-7242 |
| Maegan Lunte                 | 2901 W FM 544, Suite 160                | Wylie         | TX | 75098 | (214) 453-1262 |
| Jose Ruben Tamayo Fernandez  | 5211 FM 1960 Road West, Suite E         | Houston       | TX | 77069 | (346) 980-4880 |
| Aaron S. McCready            | 54 Sugar Creek Center Blvd, Suite 200   | Sugar Land    | TX | 77478 | (832) 532-8179 |
| Kevin Beierschmitt           | 10210 Frankford Avenue, Suite 120       | Lubbock       | TX | 79424 | (806) 517-2100 |
| Ana Villafana                | 4790 W. Bellfort Blvd                   | Houston       | TX | 77035 | (713) 729-3700 |
| Juanita Alonzo               | 3733 North Josey Lane, Suite 113        | Carrollton    | TX | 75007 | (214) 507-7880 |

|                        |   |                  |    |       |                |
|------------------------|---|------------------|----|-------|----------------|
| Marjorie Toussaint     | 8000 W Interstate 10, Suite 670         | San Antonio      | TX | 78230 | (210) 469-4050 |
| Tyson Rochelle         | 4500 Mercantile Plaza Dr, Suite 300     | Fort Worth       | TX | 76137 | (817) 756-5001 |
| Vinod George           | 5152 Village Creek Dr.                  | Plano            | TX | 75093 | (469) 833-3030 |
| Amy Hebert             | 25807 Westheimer Pkwy, Suite 303        | Katy             | TX | 77494 | (832) 810-0303 |
| Myriam Mellen          | 5170 Broadway Ste 18                    | San Antonio      | TX | 78209 | (210) 805-1919 |
| Cary Hafer             | 4607 Sienna Pkwy                        | Missouri City    | TX | 77459 | (281) 975-2131 |
| Stephen Buttram        | 5023 Washington Ave, Suite 201          | Houston          | TX | 77007 | (346) 355-5355 |
| William Fogel          | 4418 74th St, Suite 51                  | Lubbock          | TX | 79424 | (806) 451-4114 |
| Jesse Cruz             | 2225 County Road 90, Ste 201-C          | Pearland         | TX | 77584 | (346) 355-6611 |
| Jenifer Books          | 33130 Magnolia Circle, Ste A-2          | Magnolia         | TX | 77354 | (281) 872-6304 |
| Leticia Marino         | 5614 1st Street                         | Katy             | TX | 77493 | (281) 817-4540 |
| Johnnell Worthen       | 100 W Broad Street, Ste E               | Forney           | TX | 75126 | (214) 764-9060 |
| Chris Perkins          | 3334 Richmond Ave Ste 123               | Houston          | TX | 77098 | (713) 234-0080 |
| Carlos Taylor          | 130 N Preston Rd Ste 222                | Prosper          | TX | 75078 | (469) 697-0030 |
| James McKinney         | 17806 IH 10 W, Ste 331                  | San Antonio      | TX | 78257 | (210) 756-5655 |
| Matthew Zissler        | 1202 Lakeway Dr Ste 9C                  | Lakeway          | TX | 78734 | (512) 436-0770 |
| Justin Glenn           | 7703 Brodie Lane, Ste A-2               | Austin           | TX | 78745 | (512) 617-9165 |
| Karla Vasquez          | 9950 Westpark Dr Ste 322                | Houston          | TX | 77063 | (281) 809-4010 |
| Rair Barraez           | 21732 Provincial Blvd Ste 160A          | Katy             | TX | 77450 | (832) 476-9966 |
| Chris DeLeon           | 2550 Pacific Ave Ste 700 Ofc 852        | Dallas           | TX | 75226 | (469) 868-8088 |
| Jeronimo Carrillo      | 1000 S West Dr., Ste 22                 | Leander          | TX | 78641 | (512) 549-4494 |
| Susan Hildreth         | 1560 E Southlake Blvd, Ste 100, Ofc 133 | Southlake        | TX | 76092 | (682) 235-0070 |
| VeinTwain Herron       | 305 Denali Pass, Ste C, Ofc 15AA        | Cedar Park       | TX | 78613 | (512) 772-2900 |
| Billy Nash             | 19901 Southwest Fwy Ste 243             | Sugar Land       | TX | 77479 | (832) 592-1011 |
| Michelle Aguiluz       | 616 FM 1960 Rd W, Ste 200-I             | Houston          | TX | 77090 | (832) 476-9500 |
| Danny E Quinn          | 2115 S. Dallin St, #B1                  | Salt Lake City   | UT | 84109 | (801) 528-6988 |
| Bryan MacDonald        | 1633 W Innovation Way, Suite 05-115     | Lehi             | UT | 84043 | (801) 471-0055 |
| Jeff Turner            | 6418 Grovedale Dr., Ste 201C            | Alexandria       | VA | 22310 | (571) 899-4411 |
| Ginny Schwank          | 16401 Harrowgate Rd                     | Chester          | VA | 23831 | (804) 554-3030 |
| StacyAnn Alisia Minott | 223 E City Hall Ave, Ste 335            | Norfolk          | VA | 23510 | (757) 271-4444 |
| Robert Clawson         | 7406 27th St W, Ste 9                   | University Place | WA | 98466 | (253) 642-5060 |
| John Mays              | 3860 Teays Valley Rd Ste 1              | Hurricane        | WV | 25526 | (304) 814-2509 |

**Franchisees marked with \* are Enterprise Owners**

**Franchise Agreements Signed But Not Yet Open as of December 31, 2023**

|                                 |                                |                |    |       |                |
|---------------------------------|--------------------------------|----------------|----|-------|----------------|
| Laci Williams                   | TBD                            | Longmont       | CO | 80504 | (303) 381-0970 |
| Joseph Craig                    | 600 1st Ave. North, Suite 303A | St. Petersburg | FL | 33701 | (727) 739-8484 |
| Antonio Duval                   | 10001 NW 50 St, Ste 203 F&G    | Sunrise        | FL | 33351 | (754) 581-8050 |
| Laisamma Joseph                 | TBD                            | Tampa          | FL | TBD   | (813) 725-4144 |
| Luisa Gabriela Cordero-Zucchini | 11320 Fortune Circle, Bldg G3  | Wellington     | FL | 33414 | (561) 956-1210 |
| Kimberly Luscier                | 419 St. Johns Ave, Ste B       | Palatka        | FL | 32177 | (386) 868-2121 |

|                          |  |                |    |       |                |
|--------------------------|--|----------------|----|-------|----------------|
| Lisa Dozier              | 7320 E Fletcher Ave Ofc 127            | Tampa          | FL | 33637 | (813) 819-0050 |
| Patrick Gunther          | TBD                                    | TBD            | FL | TBD   | 239-221-4477   |
| Lauren Mamouzelos        | TBD                                    | Clearwater     | FL | 33755 | (727) 742-4725 |
| Donna L. Comly           | TBD                                    | TBD            | FL | TBD   | 207-671-7502   |
| Lauren Summers           | 1000 Parkwood Cir SE, Ste 900, Ofc 941 | Atlanta        | GA | 30339 | (470) 947-3000 |
| Crystal Colocho          | TBD                                    | TBD            | IA | TBD   | (515) 644-5616 |
| Lynette Walker           | 900 J W Davis Dr.                      | Hammond        | LA | 70403 | (985) 227-4340 |
| Michael Onumateka        | 6047 Tyvola Glen Cir Ste 102           | Charlotte      | NC | 28217 | (704) 323-5161 |
| Neha Singla              | TBD                                    | Las Vegas      | NV | 89074 | (702) 577-1400 |
| Andre Mcdonnaugh         | TBD                                    | TBD            | NY | TBD   | (516) 701-1188 |
| Bryan Wilson             | TBD                                    | TBD            | OH | TBD   | (937) 910-0444 |
| Bryan Rush               | TBD                                    | Cuyahoga Falls | OH | 44223 | (330) 571-0763 |
| Jacque Crowder           | TBD                                    | Moncks Corner  | SC | 29461 | (252) 751-5969 |
| Christopher Ingram       | 6000 Poplar Ave, Ste 250, Ofc 219      | Memphis        | TN | 38119 | (901) 463-2900 |
| Nagaraju Ponnamm         | 7651 Eldorado Pkwy Ste 100 Ofc T       | McKinney       | TX | 75070 | (469) 613-4200 |
| Alejandra Kristyna Cheda | TBD                                    | TBD            | TX | TBD   | (915) 600-7500 |
| Marcela Guzman           | TBD                                    | TBD            | TX | TBD   | 346-298-9856   |
| Richard L. Gibson        | TBD                                    | TBD            | TX | TBD   | (214) 224-9444 |
| Phuong Kim Huynh         | 11828 Bellaire Blvd, Ste 105C          | Houston        | TX | 77072 | (281) 654-8300 |
| Thomas Cloud             | TBD                                    | TBD            | TX | TBD   | 713-202-5678   |

| <b>Brightway Locations that Left the System in 2023</b> |                  |              |                 |                     |
|---|------------------|--------------|-----------------|---------------------|
| <b>Agency Owner</b>                                     | <b>City</b>      | <b>State</b> | <b>Zip Code</b> | <b>Phone Number</b> |
| Rachel Davidson   | Dothan           | AL           | 36305           | 863-289-2475        |
| Adrian Johnson  | Montgomery       | AL           | 36104           | 718-594-2293        |
| Angie Valenzuela  | Rancho Cucamonga | CA           | 91739           | 951-218-0296        |
| Hector Ramirez  | Menifee          | CA           | 92584           | 860-974-6753        |
| Brandon Murphy  | Grass Valley     | CA           | 95949           | 530-913-5137        |
| Cesar Delgadillo  | Heber            | CA           | 92249           | 760-460-6772        |
| Josh Hite   | Boca Raton       | FL           | 33428           | 561-319-7028        |
| Craig Starkey   | Maitland         | FL           | 32751           | 407-538-8200        |
| Cheryl Miller   | St Augustine     | FL           | 32095           | 904-584-5705        |
| Richard DeCarlo   | Parkland         | FL           | 33076           | 954-214-1406        |
| Chester Dawson  | Merritt Island   | FL           | 32952           | 407-579-6486        |
| Tanner Hyers  | Palm Coast       | FL           | 32137           | 386-986-5448        |
| Kevin Yates   | Ruskin           | FL           | 33570           | 865-207-5412        |
| Julio Gonzalez  | Miami            | FL           | 33187           | 305-519-5986        |
| Robert Daly   | Tallahassee      | FL           | 32312           | 352-516-4013        |
| Jessica Spivey  | Lutz             | FL           | 33558           | 813-990-7750        |
| Rosa Garcia   | Tampa            | FL           | 33604           | 813-766-6351        |
| Liseth Dominguez  | Land O Lakes     | FL           | 34638           | 813-300-1362        |
| Sherry Ausdran  | North Ft. Myers  | FL           | 33917           | 239-440-8170        |
| Chris White   | Jacksonville     | FL           | 32258           | 904-487-8370        |
| Josh Hite   | Boca Raton       | FL           | 33428           | 561-319-7028        |
| Kandie Landers  | Fort Lauderdale  | FL           | 33301           | 720-930-4790        |
| David Pojero  | Debary           | FL           | 32713           | 386-479-2177        |
| RayJ Megginson  | Jupiter          | FL           | 33548           | 757-472-7295        |
| Josh Hite   | Boynton Beach    | FL           | 33437           | 954-895-7773        |
| Gretchen Richardson                                     | Rome             | GA           | 30165           | 678-749-3725        |
| Adrian Campbell   | Alpharetta       | GA           | 30007           | 470-222-1080        |
| Gary Fitzpatrick  | Marietta         | GA           | 30062           | 678-414-5071        |
| Kacee Smith   | Adairsville      | GA           | 30103           | 706-271-8112        |
| Man Phung   | Fishers          | IN           | 46040           | 317-702-8035        |
| Kayla Schabel   | Independence     | KS           | 67301           | 620-332-9620        |
| Richard Ingram  | New Orleans      | LA           | 70124           | 504-655-1636        |
| Todd Robicheaux   | Mandeville       | LA           | 70471           | 504-915-3000        |
| Jeremee Gant  | Gonzales         | LA           | 70737           | 225-347-9948        |
| Joli Burrell  | New Orleans      | LA           | 70131           | 504-273-8833        |
| Eric King   | Zachary          | LA           | 70791           | 225-678-6185        |
| Nathan Nastoff  | Escanaba         | MI           | 49829           | 906-376-0640        |
| David Dickey  | Bozeman          | MT           | 59718           | 406-600-9108        |
| Ken Erdmann   | Mooresville      | NC           | 28115           | 239-297-4662        |
| Charvon Parker  | Graner           | NC           | 27529           | 919-841-2471        |
| Jonelle Brown   | Fayetteville     | NC           | 28303           | 910-580-0116        |
| Dabir Duvert  | Shirley          | NY           | 11967           | 917-299-0274        |
| Elizabeth Burgos  | LaGrange         | NY           | 12603           | 845-705-8713        |
| William Marable   | Twinsburg        | OH           | 44087           | 330-998-1877        |
| Corey Little  | Stillwater       | OK           | 74074           | 405-880-3594        |
| Victor Encarnacion                                      | Warwick          | RI           | 2889            | 401-230-4726        |
| John Canonico   | Winter Springs   | SC           | 32708           | 407-324-6769        |
| John Monteiro   | Bluffton         | SC           | 29909           | 304-559-6109        |

|                       |              |    |       |              |
|-----------------------|--------------|----|-------|--------------|
| Todd Love             | Dalton       | TN | 30720 | 423-298-1035 |
| Gary Fitzpatrick      | Dallas       | TN | 30157 | 678-414-5071 |
| Man Phung             | Fishers      | TX | 46040 | 317-702-8035 |
| Shelby Eastin         | Richmond     | TX | 77469 | 832-875-2306 |
| Tiffany Baban         | Houston      | TX | 77077 | 713-498-7691 |
| Yaira Acosta          | League City  | TX | 77573 | 832-526-7234 |
| Sue Speed             | Wimberley    | TX | 78676 | 512-983-8757 |
| Rene Santana          | George West  | TX | 78022 | 915-216-0869 |
| Michael Bellinghausen | Katy         | TX | 77449 | 832-724-7674 |
| Alison Terry          | Magnolia     | TX | 77354 | 903-617-0025 |
| Jeremiah Rasco        | Mont Belvieu | TX | 77523 | 225-253-6281 |
| Jorge Balderas        | Houston      | TX | 77073 | 832-285-6595 |
| Jorge Campodonico     | Miami Beach  | VA | 33139 | 703-963-4438 |
| Dan Carmichael        | Richfield    | WI | 53076 | 262-353-1299 |

**EXHIBIT F:**

**RETAIL AGENCY INITIAL FEE NOTE**



**PROMISSORY NOTE AND GUARANTY**

**Date of Note:** \_\_\_\_\_

**Principal Amount:** **Forty Thousand Sixty-Eight Dollars (\$40,068)**

**Maturity Date:** **2<sup>nd</sup> business day of the month following the earlier of the termination or non-renewal of the Franchise Agreement, or the date of the first Commission Run in the fifty-third (53<sup>rd</sup>) month after the first payment hereunder is due.**

**Interest Rate:** **No interest shall accrue on the Principal Amount**

**Maker:** \_\_\_\_\_, a \_\_\_\_\_

**Payee:** **Brightway Insurance, LLC, a Florida limited liability company**

**Payee's Address:** **3733 University Boulevard West, Suite 100  
Jacksonville, Florida 32217**

**FOR VALUE RECEIVED**, Maker hereby covenants and promises to pay to the order of Payee, or to Payee's successors or assigns, at Payee's Address, or at such other place as Payee may designate to Maker in writing from time to time, in legal tender of the United States of America in immediately available funds, the Principal Amount which shall be due and payable in full on the Maturity Date.

No interest shall accrue on the Principal Amount.

Maker may prepay the entire outstanding Principal Amount balance of this Note, without penalty, at any time. Maker may make a partial prepayment no more than one (1) time every three hundred sixty-five (365) days. Partial prepayments shall reduce the total quantity of monthly payments, but shall not delay any upcoming payments or reduce the amount payable each month.

Any amount which is not paid within five (5) calendar days after the date on which it is due and payable will be subject to a late fee equal to five percent (5%) of such overdue amount.

On the earlier of (a) the termination or expiration and non-renewal of the Franchise Agreement, or (b) any transfer or assignment of the Franchise Agreement to a third party, if the assignee does not also assume this Note, the aggregate unpaid Principal Amount and all other amounts payable under this Note shall be due and payable on the earlier of: (i) the 2<sup>nd</sup> business day of the month immediately following the termination or expiration of the Franchise Agreement, or (ii) the effective date of any transfer of the Franchise Agreement that does not include an assignment of this Note. In the event payment is governed by this paragraph, the foregoing shall constitute the Maturity Date.

If not due earlier pursuant to the preceding paragraph, the Principal Amount shall be due and payable as follows: Beginning on the later of (a) the date of the first Commission Run (as such term is defined in Section 8 of the Franchise Agreement) in the seventh (7<sup>th</sup>) month after Maker commences operation of the Brightway Location governed by the Franchise Agreement, or (b) the date of the first Commission Run in the month following the Date of Note, and continuing every month thereafter for fifty three (53) consecutive months (54

monthly payments total), Maker shall remit to payee an amount equal to Seven Hundred Forty-Two Dollars (\$742) per month. In the event payment is governed by this paragraph, the Maturity Date shall be the date of the first Commission Run in the fifty-third (53<sup>rd</sup>) month after the first payment hereunder is due. All amounts outstanding under this Note shall be due and payable on the applicable Maturity Date.

DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$\_\_\_\_\_ HAVE BEEN PAID TO THE FLORIDA DEPARTMENT OF REVENUE IN CONNECTION WITH THE INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. [OR – THIS PROMISSORY NOTE WAS MADE, EXECUTED, DELIVERED AND ACCEPTED OUTSIDE THE STATE OF FLORIDA AND ACCORDINGLY NO FLORIDA DOCUMENTARY STAMP TAXES ARE DUE AND OWING IN CONNECTION THEREWITH]

This Note is also executed and delivered in connection with that certain Franchise Agreement by and among Maker and Payee dated as of the same date of this Note (the “Franchise Agreement”) and is subject to the terms and conditions thereof.

The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Note:

(a) The failure by Maker to pay, when due, any principal or other monetary amounts due under this Note, the Franchise Agreement or any other franchise or other agreement between Payee and Maker or Maker’s affiliates; or

(b) The failure of Maker to perform or observe, in a prompt and timely manner, any obligation, term, provision, covenant or agreement contained in this Note, the Franchise Agreement or any other franchise or other agreement between Payee and Maker or Maker’s affiliates.

Upon the occurrence of an Event of Default, all of the then-outstanding balance of the Principal Amount and any accrued late fees shall, at the option of Payee, then become due and payable immediately without presentment, demand or notice of any kind. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

Upon the occurrence of an Event of Default, Payee shall also be entitled to set off any amounts Maker owes to Payee under the terms of this Note against any amounts Payee owes to Maker or its affiliates under the Franchise Agreement (or any other franchise or other agreement between Payee and Maker or its affiliates).

No act of omission or commission of Payee, including specifically any failure to exercise any right, remedy or recourse, shall be a waiver of any right, remedy or recourse unless in a writing executed by Payee, 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.

Time is of the essence in this Note. In the event of any default hereunder, Maker further agrees that Maker shall pay all costs of collection and enforcement of this Note, including all costs, expenses and attorneys’ fees for any hearing, trial, retrial, rehearing or appeals.

This Note may not be changed, altered, modified, or terminated orally, but only by an agreement or discharge in writing signed or delivered by Payee, including without limitation any replacement Schedule I delivered by Payee to Maker pursuant to the terms of this Note.

Maker hereby waives presentment, protest and notice of dishonor and further agrees to all extensions and renewals of this Note as Payee may, in its discretion, grant, and does further waive the right to receive any and all other notices as may be required under applicable law.

The persons executing this Note on behalf of entities acknowledge their authority to do so. Maker represents and warrants that no third-party consent is required for delivery or execution of this Note.

Maker's obligations hereunder shall not be assigned by Maker without the consent of Payee. This Note shall bind Maker and its permitted successors and assigns. If this Note is transferred by Payee, a new note of like tenor, date and maturity shall be issued to the transferee upon the surrender hereof for cancellation.

This Note shall be subject to and governed by the laws of the State of Florida, without regard to such state's choice of law provisions. Maker hereby irrevocably consents to the jurisdiction and venue of the courts in Duval County, Florida and of any federal court located in the Middle District of Florida in connection with any action or proceeding arising out of or relating to this Note or a default of this Note.

If any provision of this Note is deemed illegal under any state or federal law, then such provision shall not be considered part of this Note and the remainder of this note shall not be affected.

Maker hereby waives any right to a trial by jury in any civil action arising out of, or based upon, this Note.

In consideration of Payee entering into this Note, Maker, for itself and all persons and entities claiming by, through, or under it, releases, acquits and forever discharges Payee and its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors, and assigns (the "Payee Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which Maker, by itself, on behalf of, or in conjunction with any other person, persons, or entity, have, had or claim to have against the Payee Releasees arising out of or related to the offer or sale of the Franchise Agreement, and the operation of any franchised Brightway Insurance location owned by Maker or its affiliates.

**TO SECURE PAYMENT, MAKER IRREVOCABLY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR MAKER IN SUCH COURT AT ANY TIME AFTER THE PAYMENT DEADLINE AND CONFESS A JUDGMENT WITHOUT PROCESS IN FAVOR OF PAYEE FOR SUCH AMOUNT AS MAY APPEAR TO BE UNPAID, TOGETHER WITH THE COSTS AND REASONABLE ATTORNEYS' FEES AMOUNTING TO THE GREATER OF TWO THOUSAND DOLLARS (\$2,000) OR TEN PERCENT (10%) OF THE UNPAID BALANCE THEN DUE UNDER THIS NOTE. MAKER WAIVES AND RELEASES PAYEE FROM ALL ERRORS IN SUCH PROCEEDINGS, AND CONSENTS TO THE IMMEDIATE EXECUTION UPON ANY SUCH JUDGMENT, AND RATIFIES AND CONFIRMS ALL THAT THE ATTORNEY MAY DO BY VIRTUE OF SUCH JUDGMENT. MAKER WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY LAW, ALL BENEFIT AND RELIEF FROM ANY AND ALL APPRAISEMENT, STAY, OR EXEMPTION LAWS OF ANY STATE, NOW AND IN THE FUTURE ENACTED. PAYEE'S RIGHT TO ENTER JUDGMENT BY CONFESSION SHALL NOT BE EXHAUSTED BY THE ENTRY OF SUCH JUDGMENT, AND PAYEE SHALL HAVE THE RIGHT TO ENTER SUCCESSIVE JUDGMENTS PURSUANT TO THIS NOTE.**

*Signature page follows*

**I HAVE READ THE ABOVE NOTE AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS NOTE IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.**

**MAKER:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## GUARANTY OF PAYMENT AND PERFORMANCE

For value received and intending to be legally bound, the undersigned do each hereby jointly and severally guarantee the payment of the foregoing Promissory Note made by \_\_\_\_\_ (the "Maker"), for the benefit of Brightway Insurance, LLC, a Florida limited liability company, dated as of \_\_\_\_\_ (the "Note"), in the original principal amount of Forty Thousand Sixty-Eight Dollars (\$40,068) and all extensions or renewals thereof and all sums payable under or by virtue thereof, including, without limitation, all amounts of principal and all expenses (including attorneys' fees and costs) incurred in the collection thereof, the enforcement of rights thereunder and hereof, and further, waives presentment, demand, notice of dishonor, protest and all other notices whatsoever to the fullest extent permitted by law.

This Guaranty shall bind the undersigned and their respective successors, heirs, executors and administrators, irrespective of the lack of any advance notice or consent of the undersigned, for their obligations hereunder. This Guaranty shall be continuing, absolute, unconditional and irrevocable. This Guaranty is a guaranty of prompt payment and performance (and not merely a guaranty of collection). The holder of the Note shall not be obligated to first enforce or resort to any other remedies it may have for the payment of any indebtedness covered by this Guaranty before the undersigned shall become liable hereunder. The undersigned hereby consent and agree that: (i) the undersigned may be sued by the holder of the Note with or without joining the Maker of the Note, and without first or contemporaneously suing the Maker or otherwise seeking or proceeding to collect from the Maker; and (ii) the payment of the Note, or any of the liabilities of the Maker thereof, may be extended or the Note renewed any number of times and for any period without notice.

If any part of this Guaranty shall be adjudged invalid or not enforceable, then such partial invalidity or unenforceability shall not cause the remainder of this Guaranty to be or to become invalid or unenforceable, and if a provision hereof is held invalid or unenforceable in one or more of its applications, the parties hereto agree that said provisions shall remain in effect in all valid or enforceable applications that are severable from the invalid or unenforceable applications.

None of the terms and provisions of this Guaranty shall be waived, altered or amended except by a writing, duly signed by an appropriate representative of the holder of the Note and by the undersigned. The use of the singular herein may also refer to the plural, and vice versa, and the use of the neuter or any gender shall be applicable to any other gender or the neuter. If more than one person has executed this Guaranty, the term "the undersigned," as used herein shall refer to each such person and the liability of each of the undersigned hereunder shall be joint and several and primary.

IN WITNESS WHEREOF, each of the undersigned certifies that he or she has read and understands the foregoing Note and this Guaranty; is capable and empowered to sign this Guaranty; and has hereunder voluntarily executed this Guaranty as of \_\_\_\_\_.

### GUARANTORS:

\_\_\_\_\_  
  
\_\_\_\_\_

**EXHIBIT G:**  
**STATE SPECIFIC ADDENDA**

**BRIGHTWAY INSURANCE, LLC**  
**CALIFORNIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

1. Neither the franchisor nor any person in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in that association or exchange.
2. The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.
3. The Franchise Agreement requires non-binding mediation and then litigation. The non-binding mediation and then litigation will occur at a site chosen by the mediators/court with the costs being borne by each party except where a party fails to comply with the mediation/litigation provisions of the Franchise Agreement, in which case, that party shall be liable to the other party for all costs and attorneys' fees incurred by the other party to enforce the mediation/litigation provision.
4. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

A. Termination and Non-Renewal:

California Business and Professional Code Sections 20000 through 20043 provide rights to franchisees concerning termination or non-renewal of a franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, the law, as amended from time to time, will control.

B. Post Termination Non-Competition Covenants:

Any non-competition and non-solicitation agreement containing a covenant not to compete that extends beyond the termination/expiration of the franchise may not be enforceable under California law.

C. Termination upon Insolvency, Bankruptcy or Reorganization:

Where the Franchise Agreement provides for termination upon insolvency, bankruptcy or reorganization, such a provision might not be enforceable under California Law.

D. Material Modifications:

Section 31125 of the Franchise Investment Law requires us to give you a Disclosure Document approved by the Commissioner of the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

E. Non-Competition Covenant:

A contract which restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

F. General Release:

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

5. The following paragraph is added at the end of Item 19 of the disclosure document:

**NOTICE REQUIRED BY THE STATE OF CALIFORNIA**

The financial performance representations do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Agency Owners or former Agency Owners, listed in the Disclosure Document, may be one source of this information.

6. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).
7. The highest interest rate allowed in California is 10% annually.



**BRIGHTWAY INSURANCE, LLC  
CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF CALIFORNIA ARE HEREBY AMENDED AS FOLLOWS:**

1. Section 31125 of the California Corporation Code requires the Franchisor to give you a Disclosure Document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.
2. California Business and Professions Code Sections 20000 through 20043 provide rights to the Agency Owner concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
3. 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.).
4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This may not be enforceable under California law.
5. The Franchise Agreement requires non-binding mediation followed by litigation in Duval County, Florida. This provision may not be enforceable under California law.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BRIGHTWAY INSURANCE, LLC**  
**ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

**NOTICE TO PROSPECTIVE AGENCY OWNERS IN THE STATE OF ILLINOIS**

Illinois law governs the Franchise Agreement.

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

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

The Illinois Attorney General's Office has required us to obtain a surety bond because of our financial condition. We have obtained a surety bond in the sum of \$210,000, and that bond is on file with the Illinois Attorney General's Office.

**BRIGHTWAY INSURANCE, LLC  
ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF ILLINOIS ARE HEREBY AMENDED AS FOLLOWS:**

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of Illinois is void. However, a franchise may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. 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.
5. The Illinois Attorney General's Office has required us to obtain a surety bond because of our financial condition. We have obtained a surety bond in the sum of \$210,000, and that bond is on file with the Illinois Attorney General's Office

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BRIGHTWAY INSURANCE, LLC**  
**INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF INDIANA ARE HEREBY AMENDED AS FOLLOWS:**

1. Any agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any Agency Owner to institute a civil action or initiate mediation proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in this Franchise Agreement.
2. In compliance with Indiana Code Section 12-2-2.7-1(9), any provisions in this Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be construed in accordance with Indiana Code Section 23-2-2.7-1(9).
3. Indiana Code Section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.
4. Indiana Code Section 23-2.2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable.
5. In compliance with Indiana Code Section 23-2-2.7-1(10), any inference contained in the Franchise Agreement to the effect that the Franchisor “is entitled” to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replaced by the words “may seek.”
6. Indiana Code Sections 23-2-2.5 and 23-2-2.7 supersede the choice of law clauses of the Franchise Agreement.
7. Indiana Code Section 23-2.2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.
8. In compliance with Indiana Code Section 23-2-2.7-1(5), any requirement that the Agency Owner must execute a release upon termination of the Franchise Agreement shall not be mandatory and is hereby made discretionary. However, Agency Owner shall execute all other documents necessary to fully rescind all agreements between the parties under the Franchise Agreement.

***Signatures Appear on the Following Page.***

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BRIGHTWAY INSURANCE, LLC**  
**MARYLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

1. Item 5 of the Disclosure Document shall be amended as follows:

The Maryland Securities Commissioner has required us to obtain a surety bond because of our financial condition. We have obtained a surety bond in the sum of \$60,000, and that bond is on file with the Maryland Securities Division. If we fail to strictly comply with all applicable provisions of, and all orders, rules, and regulations issued pursuant to, the Maryland Franchise Registration and Disclosure Law, we may become liable for the payment of the bond sum to the State of Maryland for the use and benefit of any person(s) that have a claim under the conditions of the bond obligation.

2. Item 17(c) of the Disclosure Document shall be amended as follows:

The general release required as a condition of the renewal of an existing franchise by an Agency Owner shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Item 17(m) of the Disclosure Document shall be amended as follows:

The general release required as a condition of the sale or assignment/transfer of an existing franchise by an Agency Owner shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Item 17(v) and 17(w) of the Disclosure Document shall be amended as follows:

Despite the provisions of Item 17, the Agency Owner may sue in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Item 17 of the Disclosure Document shall be amended as follows:

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

6. The Disclosure Document shall be amended as follows:

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.

*Signatures on following page*

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Disclosure Document.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BRIGHTWAY INSURANCE, LLC**  
**MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED WITH RESIDENTS OF MARYLAND OR FRANCHISES TO BE OPERATING WITHIN THE STATE OF MARYLAND ARE HEREBY AMENDED AS FOLLOWS:**

1. Despite anything to the contrary contained in the Franchise Agreement, the general release required as a condition of renewal, sale, or assignment/transfer of an existing franchise by an Agency Owner shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. Despite the provisions of Section 24 of the Franchise Agreement, the Agency Owner may sue in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
3. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
4. The provisions in the Franchise Agreement providing for termination upon bankruptcy of the Agency Owner may not be enforceable under federal bankruptcy law (11 U.S.C. § 101 et seq.).
5. Despite the provisions of Section 24(f) of the Franchise Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
6. The Maryland Securities Commissioner has required us to obtain a surety bond because of our financial condition. We have obtained a surety bond in the sum of \$200,000, and that bond is on file with the Maryland Securities Division. If we fail to strictly comply with all applicable provisions of, and all orders, rules, and regulations issued pursuant to, the Maryland Franchise Registration and Disclosure Law, we may become liable for the payment of the bond sum to the State of Maryland for the use and benefit of any person(s) that have a claim under the conditions of the bond obligation.
7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

*Signatures on following page*



The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BRIGHTWAY INSURANCE, LLC**  
**MICHIGAN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

**NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF MICHIGAN**

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

(A) A prohibition on the right of a franchisee to join an association of franchisees.

(B) A requirement that a franchisee assent to release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful 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.

(D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are subject to compensation. This subsection applies only if: (1) the term of the franchise is less than 5 years and (2) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise, or the franchisee does not receive at least 6 months advance notice of the franchisor's intent not to renew the franchise.

(E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(F) A provision requiring that mediation or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of mediation, to conduct mediation at a location outside this state.

(G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(1) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(2) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(4) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(H) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provision of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (C).

(I) a provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE ADDRESSED TO:

DEPARTMENT OF ATTORNEY GENERAL  
CONSUMER PROTECTION DIVISION  
670 LAW BUILDING, 525 W. OTTAWA STREET  
LANSING, MICHIGAN 48913  
Telephone (517) 373-7117

## **NOTICE TO PROSPECTIVE AGENCY OWNERS IN THE STATE OF MINNESOTA**

With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. Sec. 80c. 14, Subds. 3, 4 and 5 which require, except in certain specified cases, that an Agency Owner be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Notwithstanding anything to the contrary in the Franchise Agreement, pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Notwithstanding anything contained in the Franchise Agreement to the contrary, the Franchisor shall protect the Agency Owner's right to use the trademarks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Agency Owner has been permitted to use under the Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC  
MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF MINNESOTA ARE HEREBY AMENDED AS FOLLOWS:**

1. Notwithstanding anything contained in the Franchise Agreement to the contrary, the Franchisor shall protect the Agency Owner’s right to use the trademarks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Agency Owner has been permitted to use under the Franchise Agreement.
2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80c. 14, Subds. 3, 4 and 5 which require, except in certain specified cases, that an Agency Owner be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement.
3. Any reference contained in the Franchise Agreement to the effect that the Franchisor “is entitled” to injunctive relief, or any imputation that the Agency Owner can waive any rights under any law shall, in any Franchise Agreement entered into in the State of Minnesota be deleted and replaced with the words, “may seek.”
4. Notwithstanding anything to the contrary in the Franchise Agreement, pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
5. With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Rule 2860.4400D which prohibits a franchisor from requiring an Agency Owner to assent to a general release as a requirement to renew or extend.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BRIGHTWAY INSURANCE, LLC**  
**NEW YORK ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the requirements of the New York General Business Law, Article 33, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.2 the Franchise Disclosure Document for Brightway Insurance, LLC for use in the State of New York shall be amended as follows:

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 SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3 shall be supplemented by the following:

Except as provided herein, neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark 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. In addition, neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark has any pending actions against them, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

Except as provided herein, neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Except as provided herein, neither we, our predecessor, any person identified in Item 2 or an affiliate offering franchises under our principal trademark 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. Item 4 shall be supplemented by the following:

During the 10-year period immediately before the application for registration, neither we nor our affiliate, any predecessor, current officers or general partner has: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after our officer or general partner held this position in the company or partnership.

4. Item 5 shall be supplemented by the following:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. Item 17, the Summary Column opposite Provision D, shall be amended to also state the following:

The franchisee may terminate the agreement on any grounds available by law.

7. Item 17, the Summary Column opposite Provision J, shall be amended to also state the following:

However, no assignment will be made except to an assignee, who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement.

8. Item 17, the Summary Column opposite Provision V and W, shall be amended to also state the following:

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

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**BRIGHTWAY INSURANCE, LLC  
NEW YORK ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF NEW YORK ARE HEREBY AMENDED AS FOLLOWS:**

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

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BRIGHTWAY INSURANCE, LLC**  
**NORTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

For franchises and Agency Owners subject to the North Dakota Franchise Investment Law, the following information supersedes on supplements, as the case maybe, the corresponding disclosures in the main body of the text of the Brightway Insurance, LLC Franchise Disclosure Document.

1. Item 17 is amended by the addition of the following language to the original language that appears therein:
  - (a) Covenants not to compete upon termination or expiration of a Franchise Agreement are generally unenforceable in North Dakota, except in certain instances as provided by law.
  - (b) Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Agency Owner 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. As such, each provision providing that the jurisdiction or venue is outside of North Dakota is deleted.
  - (c) Any provision in the Franchise Agreement which requires an Agency Owner 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.
  - (d) Any provision requiring an Agency Owner 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.
  - (e) Any provision in the Franchise Agreement requiring an Agency Owner to agree to the mediation of disputes at a location that is remote from the site of the Agency Owner'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. Accordingly, the site of mediation or litigation will be agreeable to all parties and may not be remote from Agency Owner's place of business.
  - (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 an Agency Owner 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. As such, any provision in the Franchise Agreement that requires Agency Owner to waive those substantive rights shall be void.

- (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. As such, the Franchise Agreement shall be governed by North Dakota law.
- (h) Any provision in the Franchise Agreement requiring an Agency Owner to consent to termination or liquidated damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
- (i) Any provision in the Franchise Agreement requiring an Agency Owner to consent to a waiver of exemplary and punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

**BRIGHTWAY INSURANCE, LLC**  
**NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF NORTH DAKOTA ARE HEREBY AMENDED AS FOLLOWS:**

1. Covenants not to compete upon termination or expiration of a Franchise Agreement are generally unenforceable in North Dakota, except in certain instances as provided by law.
2. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Agency Owner 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. As such, each provision providing that the jurisdiction or venue is outside of North Dakota is deleted.
3. Any provision in the Franchise Agreement which requires an Agency Owner 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.
4. Any provision requiring an Agency Owner 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.
5. Any provision in the Franchise Agreement requiring an Agency Owner to agree to the mediation of disputes at a location that is remote from the site of the Agency Owner'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. Accordingly, the site of mediation or litigation will be agreeable to all parties and may not be remote from Agency Owner's place of business.
6. 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 an Agency Owner 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.
7. 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.
8. Any provision in the Franchise Agreement requiring an Agency Owner to consent to termination or liquidated damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

9. Any provision in the Franchise Agreement requiring an Agency Owner to consent to a waiver of exemplary and punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BRIGHTWAY INSURANCE, LLC**  
**RHODE ISLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

For franchises subject to the Rhode Island statutes and regulations, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Brightway Insurance, LLC Franchise Disclosure Document.

Item 17:

1. §19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”
2. The Rhode Island Franchise Investment Act requires a franchisor to deliver a copy of a disclosure document reflecting all material changes together with a copy of all proposed agreements relating to the sale of the franchise at the earlier of: (i) the prospective Agency Owner’s first personal business meeting with the franchisor which is held for the purpose of discussing the sale or possible sale of the franchise, or (ii) ten business days prior to the execution of an agreement or payment of any consideration relating to the franchise relationship.

**BRIGHTWAY INSURANCE, LLC  
RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF RHODE ISLAND ARE HEREBY AMENDED AS FOLLOWS:**

1. Pursuant to the Rhode Island Franchise Investment Act, the choice of jurisdiction and venue provisions of this Franchise Agreement shall be governed by Section 19-28.1-14 of the Act.
  
2. Pursuant to Section 19-28.1-15 of the Act, any condition, stipulation or provision in the Franchise Agreement requiring an Agency Owner to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgment provision, disclaimer or integration clause or a provision having a similar effect in the Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BRIGHTWAY INSURANCE, LLC**  
**SOUTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF SOUTH DAKOTA ARE HEREBY AMENDED AS FOLLOWS:**

Neither Brightway Insurance, LLC nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the 10-year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.

Although the Franchise Agreement requires all mediation/litigation proceedings to be held nearest to Brightway's principal place of business, the site of any mediation/litigation initiated pursuant to the Franchise Agreement will be at a site mutually agreed upon by you and us.

We may not terminate the Franchise Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty payments unless you receive thirty (30) days prior written notice from us and you are provided with an opportunity to cure the defaults. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.

The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the Franchise Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Florida.

Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**BRIGHTWAY INSURANCE, LLC**  
**VIRGINIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Brightway Insurance, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

**BRIGHTWAY INSURANCE, LLC**  
**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT,**  
**AND RELATED AGREEMENTS**

**ALL ABOVE-CAPTIONED AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WASHINGTON ARE HEREBY AMENDED AS FOLLOWS:**

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
3. 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. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
7. 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.

8. A surety bond in the amount of \$100,000 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington Franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BRIGHTWAY INSURANCE, LLC  
WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

**NOTICE TO PROSPECTIVE AGENCY OWNERS IN THE STATE OF WISCONSIN**

IN THE STATE OF WISCONSIN CHAPTER 135 OF THE WISCONSIN FAIR DEALERSHIP LAW GOVERNS THIS AGREEMENT. YOU MAY WANT TO REVIEW THIS LAW.

For franchises and Agency Owners subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Brightway Insurance, LLC Wisconsin Franchise Disclosure Document.

Item 17.

For Wisconsin Agency Owners, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and Agency Owner inconsistent with the Law.

**BRIGHTWAY INSURANCE, LLC  
WISCONSIN ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WISCONSIN ARE HEREBY AMENDED AS FOLLOWS:**

The Franchisor and Agency Owner hereby acknowledge that the Franchise Agreement shall be governed by The Wisconsin Fair Dealership Law (Wisconsin Statutes, 1979-1980, Title XIV-A, Chapter 135, Sections 135.01 through 135.07) which makes it unlawful for a franchisor to terminate, cancel or fail to renew a franchise without good cause, as well as providing other protections and rights to the Agency Owner. To the extent anything in the Franchise Agreement is contrary to the laws in the State of Wisconsin, said laws shall prevail.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**BRIGHTWAY INSURANCE, LLC**

**AGENCY OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**EXHIBIT H:**

**LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

**LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

Agent for Service of Process in All Other States:

**Brightway Insurance, LLC**  
 3733 University Boulevard West, Suite 100  
 Jacksonville, Florida 32217

| <b>State</b> | <b>State Agency</b>  | <b>Agent for Service of Process</b>  |
|--------------|--|--|
| CALIFORNIA   | California Commissioner<br>Department of Financial Protection and Innovation:<br>320 West 4th Street, Suite 750<br>Los Angeles, CA 90013<br>(213) 576-7500<br>Toll Free (866) 275-2677<br><br>2101 Arena Boulevard<br>Sacramento, CA 95834<br>(866)-275-2677<br><br>1350 Front Street<br>San Diego, CA 92101<br>(619) 525-4233<br><br>One Sansome St., #600<br>San Francisco, California 94104<br>(415) 972-8559 | California Commissioner of the Department of Financial Protection and Innovation   |
| CONNECTICUT  | State of Connecticut<br>Department of Banking<br>Securities & Business Investments Division<br>260 Constitution Plaza<br>Hartford, CT 06103-1800<br>(860) 240-8230   | Banking Commissioner   |
| HAWAII       | Business Registration Division<br>Department of Commerce and Consumer Affairs<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813<br>(808) 586-2722   | Commissioner of Securities<br>State of Hawaii<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813<br>(808) 586-2722 |
| ILLINOIS     | Franchise Bureau<br>Office of the Attorney General<br>500 South Second Street<br>Springfield, Illinois 62706<br>(217) 782-4465   | Illinois Attorney General  |
| INDIANA      | Indiana Secretary of State<br>Securities Division, E-111<br>302 Washington Street<br>Indianapolis, Indiana 46204   | Indiana Secretary of State<br>201 State House<br>200 West Washington Street<br>Indianapolis, Indiana 46204                 |

|              |   |  |
|--------------|---|--|
|              | (317) 232-6681  | (317) 232-6531   |
| MARYLAND     | Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2021<br>(410) 576-6360   | Maryland Securities Commissioner   |
| MICHIGAN     | Consumer Protection Division<br>Michigan Department of Attorney General<br>525 W. Ottawa Street,<br>G. Mennen Williams Building, 1st Floor<br>Lansing, Michigan 48933<br>(517) 373-7117 | Corporations Division<br>Bureau of Commercial Services<br>Department of Labor and Economic<br>Growth<br>P.O. Box 30054<br>Lansing, Michigan 48909                                      |
| MINNESOTA    | Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, Minnesota 55101-2198<br>(651) 539-1600  | Minnesota Commissioner of Commerce   |
| NEW YORK     | Officer of the New York Attorney General<br>Investor Protection Bureau<br>Franchise Section<br>28 Liberty Street, 21st Floor<br>New York, NY 10005<br>(212) 416-8236 (phone)            | Attention: New York Secretary of State<br>New York Department of State<br>One Commerce Plaza<br>99 Washington Avenue, 6 <sup>th</sup> Floor<br>Albany, NY 12231-0001<br>(518) 473-2492 |
| NORTH DAKOTA | North Dakota Securities Department<br>State Capitol, Fifth Floor, Dept. 414<br>600 East Boulevard Avenue<br>Bismarck, North Dakota 58505<br>(701) 328-4712                              | North Dakota Securities Commissioner   |
| RHODE ISLAND | Securities Division<br>Department of Business Regulation,<br>Bldg 69, First Floor<br>John O. Pastore Center<br>1511 Pontiac Avenue<br>Cranston, Rhode Island 02920<br>(401) 462-9582    | Director of Rhode Island Department of<br>Business Regulation  |
| SOUTH DAKOTA | Division of Insurance<br>Securities Regulation<br>124 S. Euclid, Suite 104<br>Pierre, South Dakota 57501<br>(605) 773-3563  | Director of South Dakota Division of<br>Insurance  |
| VIRGINIA     | State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, Virginia 23219<br>(804) 371-9051                         | Clerk of the State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, Virginia 23219<br>(804) 371-9733  |
| WASHINGTON   | Department of Financial Institutions<br>Securities Division<br>P.O. Box 9033<br>Olympia, Washington 98507-9033<br>(360) 902-8760  | Director, Department of Financial<br>Institutions<br>Securities Division<br>150 Israel Road S.W.<br>Tumwater, Washington 98501   |
| WISCONSIN    | Division of Securities<br>Department of Financial Institutions<br>201 W. Washington Ave., 3rd Floor<br>Madison, Wisconsin 53703<br>(608) 266-1064                                       | Administrator, Division of Securities<br>Department of Financial Institutions<br>201 W. Washington Ave., 3rd Floor<br>Madison, Wisconsin 53703   |



**EXHIBIT I:  
FRANCHISEE DISCLOSURE QUESTIONNAIRE**

## FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Brightway Insurance, LLC (“we,” “us” or “our”) and you are preparing to enter into a Franchise Agreement relating to the operation of one or more Brightway Locations.

The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under (i) the Maryland Franchise Registration and Disclosure Law or (ii) Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

**Do not sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document. Rather, you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee to us.**

Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below please, explain your answer where indicated below.

- Yes\_\_ No\_\_ 1. Have you received and personally reviewed the Franchise Agreement and each exhibit and schedule attached to such agreement(s)?
- Yes\_\_ No\_\_ 2. Have you received and personally reviewed the Franchise Disclosure Document (“Disclosure Document”) we provided to you?
- Did you receive the Disclosure Document at least 14 calendar days prior to the date you executed the Franchise Agreement or paid any consideration to us?  
Yes\_\_ No\_\_
- Yes\_\_ No\_\_ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it, and return such receipt to us?
- Yes\_\_ No\_\_ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement?
- Yes\_\_ No\_\_ 5. Have you been given the opportunity to review the Disclosure Document and Franchise Agreement -- to the extent you deem necessary to understand the risks and benefits of operating a Brightway Insurance franchise -- with a lawyer, accountant or other professional advisor?
- Yes\_\_ No\_\_ 6. Have you reviewed the lists of franchisees contained in Disclosure Document Exhibit E and contacted as many of them as you thought necessary to discuss the benefits and risks of developing and operating a Brightway Insurance franchise?

- Yes\_\_ No\_\_ 7. Do you understand the risks of developing and operating a Brightway Insurance franchise?
- Yes\_\_ No\_\_ 8. Do you understand that carrier appetites for appointing new agents or writing new business can be affected by market forces and other external conditions, and that it may be difficult or impossible to secure carrier appointments in certain markets?
- Yes\_\_ No\_\_ 9. Do you understand we have granted you no territorial protection against us locating another Brightway Location near your Brightway Location, as stated in your Franchise Agreement?
- Yes\_\_ No\_\_ 10. Do you understand that most disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated or litigated in the courts closest to our principal executive office?
- Yes\_\_ No\_\_ 11. Do you understand that you must successfully complete our initial training course before we will allow your Brightway Location to open for business?
- Yes\_\_ No\_\_ 12. Do you confirm that no employee or other person speaking on our behalf has made any statement or promise or agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

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 CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER AND USE ADDITIONAL PAPER IF NECESSARY]:

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Dated: \_\_\_\_\_

**FRANCHISEE:**

By: \_\_\_\_\_

**EXHIBIT J:**

**AFFIDAVIT REGARDING EXISTING CONTRACTUAL OBLIGATIONS**

**BRIGHTWAY INSURANCE, LLC**  
**AFFIDAVIT REGARDING EXISTING CONTRACTUAL OBLIGATIONS**

During the franchise sales process, I, \_\_\_\_\_, disclosed to an employee or representative of Brightway Insurance, LLC (“Brightway”) that I had previously worked in the insurance industry. Accordingly, in order to ensure that Brightway does not unknowingly facilitate a breach of an existing contractual obligation, I hereby swear and affirm, to the best of my knowledge, that my execution of a Franchise Agreement with Brightway and my operation of a Brightway Location will not and shall not violate the terms of any contractual, legal or other obligations with any third party; including, without limitation, any contractual obligations related to non-competition, non-solicitation, or carrier appointments.

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K:**

**COLLATERAL ASSIGNMENT OF LEASE**

## Collateral Assignment of Lease

FOR VALUE RECEIVED, the undersigned \_\_\_\_\_, (“**Assignor**”) hereby assigns, transfers and sets over unto Brightway Insurance, LLC (“**Assignee**”) all of Assignor’s right, title and interest as tenant in, to and under that certain lease by and between Assignor and \_\_\_\_\_ (“**Landlord**”), a copy of which has been separately provided by Assignor to Assignee, (the “**Lease**”), regarding the premises located at \_\_\_\_\_ (the “**Premises**”). This Collateral Assignment of Lease is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Collateral Assignment of Lease unless Assignee shall take possession of the Premises pursuant to the terms hereof and assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the Premises.

Upon a default by Assignor under the Lease or under the franchise agreement between Assignee and Assignor for the Brightway Location located at the Premises (the “**Franchise Agreement**”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, and subject to any cure periods as provided therein, Assignee shall have the right and is hereby empowered to take possession of the Premises, expel Assignor therefrom, and, in such event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees it will not allow or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that such option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting such extension of renewal.

**ASSIGNOR:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSENT AND AGREEMENT OF LANDLORD**

The undersigned Landlord under the aforementioned Lease hereby:

- (a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;
- (b) Agrees that Assignee shall have the right, but shall not be obligated, to cure any default by Assignor under the Lease within thirty (30) days after delivery by Landlord of notice thereof in accordance with subsection (a) above;
- (c) Consents to this Collateral Assignment of Lease and agrees that if Assignee shall take possession of the Premises and confirms to Landlord the assumption of the Lease by Assignee as tenant thereunder, Landlord shall recognize Assignee as tenant under the Lease, provided that Assignee cures within such thirty (30) day period any outstanding defaults of Assignor under the Lease; and
- (d) Agrees that Assignee may further assign the Lease or its interest therein or sublet the Premises to a person or entity that is a Brightway franchisee and that is reasonably acceptable to Landlord. In the case of an assignment, Assignee shall have no further liability or obligation under the Lease as assignee, tenant or otherwise. In the case of an assignment or sublease, this Consent and Agreement of Landlord shall apply with respect to any such subsequent Brightway franchisee.

**LANDLORD:**

By: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT L:**

**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**

## CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

THIS **CONFIDENTIALITY AND NON-COMPETITION AGREEMENT** ("Agreement"), made as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Agency Owner"), and \_\_\_\_\_, an individual ("DAP").

### BACKGROUND

1. Pursuant to a Franchise Agreement between Brightway Insurance, LLC, a Florida limited liability company ("Franchisor"), and Agency Owner, Agency Owner was granted the right and undertook the obligation to own and operate an insurance agency utilizing certain intellectual property owned by Brightway. Such agency is primarily engaged in the business of selling, servicing and delivering property and casualty insurance policies, but may offer certain other insurance and financial services to its clients.
2. Agency Owner has engaged DAP as the "Designated Agency Principal" of Agency Owner.
3. As a result of DAP's employment by Agency Owner, DAP has had and may continue to have access to and obtain knowledge of Confidential Information and Trade Secrets (as defined below) while engaged as Designated Agency Principal of Agency Owner.

### AGREEMENT

NOW, THEREFORE, in consideration of Agency Owner's employment of DAP and DAP's resulting access to Agency Owner's Confidential Information and Trade Secrets, as well as its substantial and ongoing customer and industry relationships, DAP agrees as follows:

1. Definitions. As used herein, the following terms shall have the meanings set forth below.

(a) "Business Activities" shall mean the business conducted by Agency Owner including, but not limited to, planning, development, marketing, selling, distributing, and servicing property and casualty insurance policies, and certain other insurance and financial services to its customers, and all other activities in which Agency Owner is or is planning to be engaged.

(b) "Confidential Information" shall mean (i) the information of Agency Owner, including, but not limited to, Innovations (as defined herein), proprietary information and business matters or affairs (including, but not limited to, information relating to inventions or innovations, disclosures, processes, systems, methods, formulas, patents, patent applications, materials, research activities and plans, product cost data, contracts, forms, information concerning competitive strengths and weaknesses, prototypes, codes, forecasts, customer information (including, but not limited to, customer requirements, preferences, past purchases and other relevant data and information as well as customer personal and business contact information (including, but not limited to, name, address, email address, office/home/mobile phone numbers)), lists of referral sources, information regarding referral sources (including, but not limited to, name, address, email address, office/home/mobile phone numbers), lists of suppliers, information regarding suppliers (including, but not limited, to pricing and contract terms, name, address, email address, office/home/mobile phone numbers), pricing information (including, but not limited to, labor rates, costs of supplies, overhead costs and profit margins), employee

lists and information (including, but not limited to, employee compensation and benefit information), and computer programs, software and documents relating to any of the foregoing, regardless of the form or medium contained or stored in (including hard copy, paper materials, electronic and/or digital form media), encryption or decryption keys or information, commentary on code, as well as copies or multiple versions of each; (ii) financial information and information regarding business proposals, costs, profits, markets, sales, contracts, customer, distributor, suppliers and licensor identities, promotional methods, customer lists, customer and supplier account preferences and requirements, business plans and strategies, procedures, grant proposals, production cost data, advertising information, as well as information of a confidential or proprietary nature received from customers, suppliers, contractors, joint ventures and other collaborators); (iii) business, marketing, strategic plans, and sales and pricing information; (iv) forecasts, budgets and projections; (v) employee personnel files and compensation information; (vi) any information designated confidential or proprietary by Agency Owner; (vii) information received by Agency Owner from a third party including, without limitation, the Franchisor, under an obligation of confidentiality including copies of confidential information; and (viii) with respect to Agency Owner's employees and customers who may be individuals, all Nonpublic Personal Information (as that term is defined in 15 USC § 6809(4), or such similar information as implicated in the Gramm Leach Bliley Act or Health Insurance Portability and Accountability Act or other similar law or regulation of any federal, state, or local authority, collectively, "NPI"). Such Confidential Information shall include, for purposes of this Agreement, any such information not generally known by the public, even though such information has been disclosed to one or more third parties or Agency Owner, pursuant to confidentiality agreements, disclosure agreements or other agreements or collaborations entered into by Agency Owner. For purposes of this Agreement, the definition of Confidential Information applies equally to information acquired, learned, or disclosed prior to, simultaneously with, or after the date of this Agreement.

(c) "Innovations" shall mean all processes, improvements, inventions (whether or not protectable under patent laws and whether or not reduced to practice), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, service marks, trade dress, trade secrets, know-how, ideas, designs, databases, technologies, hardware or software, original works of authorship, formulas, discoveries, patent rights (including, but not limited to, continuations, continuations-in-part and reissues), copyrights, marketing and business ideas, and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret, or other laws, and any improvements or contributions to the foregoing, which: (i) relate to Agency Owner's current or contemplated business; (ii) relate to Agency Owner's actual or demonstrably anticipated research or development; (iii) result from, arise out of or relate to DAP's scope of employment with Agency Owner or work performed by DAP for Agency Owner; (iv) that are conceived, developed, or made by DAP, alone or with others, during the period of DAP's employment with Agency Owner, whether during working hours or not, and at any time after DAP ceases to be employed by Agency Owner, for any reason whatsoever, which relate in any manner to the actual or anticipated business, research, or development of Agency Owner in the case of clauses or (v) involve the use of any Agency Owner equipment, supplies, facilities, time, Trade Secrets, or Confidential Information.

(d) "Trade Secrets" shall mean information, held by one or more people, without regard to form, including, but not limited to, any formula, pattern, business data compilation, program, device, method, technique, design, diagram, drawing, invention, plan, procedure, prototype or process, that derives independent economic value, actual or potential, from not being generally known

to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, that are the subject of efforts that are reasonable under the circumstances to maintain its secrecy, and that Agency Owner or Franchisor uses in its business, including, without limitation, the following:

(i) information that in any way relates to Agency Owner's projects, services, financing management activities, financial condition, financial operations, purchasing activities, business plans and marketing activities; and

(ii) customer lists, including but not limited to, information acquired or compiled by Agency Owner regarding actual or potential customers, including their identities, their contact information, any information contained in the Agency Owner's customer relations management ("CRM") system related to the customers, their development prospects, financial information concerning their business operations, identity and services purchased from Agency Owner, and all related accounts receivable information; and

(iii) supplier and referral partner lists, including but not limited to, information acquired or compiled by Agency Owner regarding actual or potential suppliers or referral partners, including their identities, their development prospects, financial information concerning their business operations, identity and services provided to Agency Owner, and all related accounts payable information; and

(iv) information concerning or resulting from the development of internal policies, procedures, standards, management or tools; and

(v) information concerning or relating to the Agency Owner's or Franchisor's marketing and business development initiatives and strategies; and

(vi) information concerning or relating to the Agency Owner's or Franchisor's training programs including, but not limited to, program materials; and

(vii) any other information (in whatever form, including but not limited to, electronic, digital, and hard copy) as may from time to time, be designated by Agency Owner or Franchisor as "Proprietary" or a "Trade Secret."

If any of the above information is found by a court to not constitute a Trade Secret, such information shall constitute "Confidential Information" as described herein for purposes of this Agreement.

## 2. Confidential Information and Protection of Trade Secrets.

(a) No Disclosure of Confidential Information or Trade Secrets. DAP shall protect and guard, and not use for his/her own benefit or the benefit of anyone other than Agency Owner, or disclose, use, disseminate, copy, reproduce, make derivative works of, publish, communicate, reveal or divulge, directly or indirectly, any Confidential Information or Trade Secrets to any person or entity at any time or in any manner without the prior written consent of Agency Owner, except as required in the course of employment with Agency Owner for the benefit of Agency Owner or to the Franchisor for the benefit of the Franchisor. DAP shall maintain Confidential Information and Trade

Secrets in accordance with all instructions and policies of Agency Owner and the Franchisor and, in any event, not less than with the same degree of care that DAP uses with respect to his/her own private personal and confidential information, and DAP will limit the disclosure of Confidential Information and Trade Secrets on a need-to-know basis to persons and entities who have signed an agreement of nondisclosure or confidentiality and for whom DAP has been granted permission by Agency Owner or the Franchisor in the course of performing duties as an DAP of Agency Owner.

(b) Use or Disclosure. DAP shall not, while employed by Agency Owner and at any time thereafter, for any reason whatsoever, without the written consent of Agency Owner or if applicable the Franchisor, directly or indirectly, engage in, represent in any way, be connected with, furnish consulting services to, be employed by, or have any interest, whether as owner, employee, principal, partner, servant, agent, employee, representative, independent contractor, member, distributor, consultant, officer, director, shareholder, or otherwise, whether or not for compensation, in any business which through the faithful performance of his/her duties thereof could reasonably be anticipated to lead to the use or disclosure of Agency Owner's Confidential Information or Trade Secrets.

(c) Ownership and Return of Agency Owner's Property Upon End of the Employment Relationship. (i) DAP acknowledges and confirms that all Confidential Information and Trade Secrets which are conceived, developed, or made by DAP in the course of DAP's employment with Agency Owner, or disclosed to or otherwise acquired by DAP in the course of DAP's employment with Agency Owner, or are otherwise within DAP's possession, custody or control but belong to Agency Owner, shall remain the sole and exclusive property of Agency Owner; (ii) that DAP shall not retain, copy or otherwise appropriate any of such Confidential Information or Trade Secrets for DAP's own use or the use or purposes of any third party, without the prior written consent of Agency Owner or written permission of an officer of Franchisor as the case may be; (iii) that, upon the end of DAP's employment relationship with Agency Owner, for any reason whatsoever, DAP shall promptly return all such Confidential Information and Trade Secrets, including all copies or multiple versions thereof (regardless of the form or medium contained or stored in (including hard copy, electronic or digital form), to Agency Owner according to clause (iv) of this Subsection 2(c) and, in the case of intangible information, shall continue to hold them as the confidential property of Agency Owner or the Franchisor and not disclose them, directly or indirectly, or use them for any purpose, without the prior written consent of Agency Owner or written permission of an officer of Franchisor; and (iv) at any time upon Agency Owner's request or Franchisor's request and at any time DAP's employment with Agency Owner is terminated for any reason, whether voluntarily or involuntarily, DAP shall within 48 hours of request or termination, and without requiring the written demand or request by the Agency Owner or Franchisor:

1) Inform Agency Owner of and deliver to Agency Owner all records, files, electronic data, documents, plans, reports, books, notebooks, notes, memoranda, correspondence, contracts and the like in DAP's possession, custody or control that contain any Trade Secrets or Confidential Information which DAP prepared, used, or came in contact with while employed by Agency Owner; and

2) Inform Agency Owner of and deliver to Agency Owner all records, files, electronic data, documents, plans, reports, books, notebooks, notes, memoranda, correspondence, contracts and the like in DAP's possession, custody or control that pertain in any way to the business of Agency Owner and which DAP prepared, used, or came in contact with while employed by Agency Owner; and

3) Deliver to Agency Owner all tangible property in DAP's possession, custody or control belonging to Agency Owner or Franchisor, including, but not limited to, key cards, office keys, cell phone, pagers, personal digital assistants, external hard drives, thumb drives, zip drives, lap top computers, desk top computers, printers, fax machines, loaners, Agency Owner vehicles and all other property; and

4) Delete permanently from any electronic media in DAP's possession, custody, or control (such as computers, cell phones, hand-held devices, back-up devices, zip drives, PDAs, etc.) or to which DAP has access (such as remote e-mail exchange servers, back-up servers, off-site storage, etc.), all Agency Owner documents or electronically stored images, including writings, drawings, graphs, charts, sound recordings, images, and other data or data compilations stored in any medium from which such information can be obtained including, but not limited to, customer and supplier data (including, but not limited to, names, addresses, email addresses, office/home/mobile phone numbers); and

5) Deliver to Agency Owner a list of any documents that DAP created or is otherwise aware that are password-protected and the password(s) necessary to access such password-protected documents; and

6) Allow Agency Owner representatives to inspect DAP's Agency Owner issued and/or personal computers, thumb drives, and any other external hard drives to determine whether any of Agency Owner Trade Secrets or Confidential Information reside on said computers or drives and to remove any such Trade Secrets and/or Confidential Information; and

7) Provide Agency Owner with an affidavit, under penalty of perjury, certifying to, among other things, (i) that DAP has complied with the obligations under this Agreement during DAP's employment, (ii) that DAP will abide by DAP's obligations under this Agreement after termination of DAP's employment, (iii) that upon termination of employment or if otherwise requested by the Agency Owner, DAP has deleted any and all customer and supplier information from any electronic device in DAP's possession or control and (iv) that DAP has not maintained or retained any customer or supplier information after the termination of employment.

DAP authorizes the Agency Owner to use this Agreement as an authorization that, to the extent permitted by applicable law, it may withhold or deduct from DAP's wages, commissions, severance, or otherwise, to recover the value of Agency Owner property which DAP has returned upon the end of DAP's employment with Agency Owner.

(d) DTSA Notice. DAP acknowledges having been notified that, notwithstanding any obligations in this Agreement, pursuant to Section 7 of the Defend Trade Secrets Act of 2016 ("DTSA"), Agency Owner will not hold DAP criminally or civilly liable under any federal or state trade secret law for the disclosure of Confidential Information or Trade Secrets that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law. Agency Owner will also not hold DAP liable for such disclosures made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. DAP also acknowledges having been notified that individuals who file a lawsuit for retaliation by an employer for reporting a suspected

violation of law may disclose the Confidential Information or Trade Secret to the attorney of the individual and use the Confidential Information or Trade Secret information in the court proceeding, if the individual files any document containing the Confidential Information or Trade Secret under seal and does not disclose the Confidential Information or Trade Secret, except pursuant to court order.

3. Innovations.

(a) DAP shall promptly disclose to Agency Owner in writing all Innovations. DAP shall promptly disclose and deliver to Agency Owner copies of any patent, copyright, industrial design, or other application for registration, letters patent, or extension of protection filed by DAP or any third party on DAP's behalf, during DAP's employment with Agency Owner or within one year after the end of DAP's employment relationship with Agency Owner, for any reason whatsoever, that lists or identifies DAP as an inventor or author or that, pursuant to this Section 3, is owned by or under obligation of assignment to Agency Owner.

(b) DAP shall transfer and assign, and does hereby transfer and assign, to Agency Owner all of DAP's right, title and interest in and to each Innovation covered by this Section 3. All work performed by DAP for Agency Owner shall be considered "work made for hire," and any written or tangible materials conceived or written by DAP shall be done as "work made for hire" as defined and used in the Copyright Act of 1976, 17 U.S.C. §§ 1, et seq. In the event of publication of such materials, DAP understands that since all work is "work made for hire," Agency Owner will retain and own all rights in said materials, including right of copyright and the right to make derivative works from said materials, and it is expressly agreed and understood that title in such work shall at all times be held by Agency Owner. DAP's sole right with respect to such work shall be to receive the payments mutually agreed for the services performed as an employee. DAP expressly waives any and all claims to ownership or permissions, including any rights of attribution or so-called "moral rights," of any work product created in connection with providing services to the Agency Owner or otherwise at the request of Agency Owner. As may be requested by Agency Owner from time to time, DAP agrees to take all steps reasonably necessary to assist Agency Owner in obtaining and enforcing any patent, copyright, or other protection that Agency Owner elects to obtain or enforce, in any country, for any Innovation covered by this Section 3. DAP's obligation to assist Agency Owner in obtaining and enforcing such patents, copyrights, and other protections shall continue beyond the end of DAP's employment relationship with Agency Owner, for any reason whatsoever, but Agency Owner shall compensate DAP at a reasonable rate after the end of DAP's employment relationship with Agency Owner for the time actually spent at Agency Owner's request providing such assistance. DAP shall execute, without additional compensation, any document deemed necessary by Agency Owner to vest in it title or ownership in all Innovations covered by this Section 3. If Agency Owner is unable, after reasonable effort, to secure DAP's signature on any document needed to apply for, prosecute, or enforce any patent, copyright, or other protection in relation to any Innovation, whether because of DAP's physical or mental incapacity or for any other reason whatsoever, DAP hereby irrevocably designates and appoints Agency Owner and its duly authorized officers and agents as DAP's agent and attorney-in-fact, to act for and in DAP's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution and enforcement of patents, copyrights, or other protections with the same legal force and effect as if executed by DAP.

(c) Prior Intellectual Property. Prior to becoming employed by Agency Owner, DAP represents and warrants that: (i) DAP made no inventions and acquired no interest in

inventions that relate in any way to Agency Owner's actual or anticipated business or research and development and that are the subject of issued patents or pending patent applications, or that might become the basis for one or more patent applications, other than those provided to Agency Owner in writing prior to execution of this Agreement, and (ii) DAP made no works and acquired no interest in works that relate in any way to Agency Owner's actual or anticipated business or research and development and that are the subject of existing copyright protection or pending applications for copyright protection, or that might become the basis for one or more applications for copyright protection, other than those provided to Agency Owner in writing prior to execution of this Agreement.

4. Confidential Information or Trade Secrets of Others.

(a) While employed by Agency Owner, DAP shall not improperly use or disclose any confidential information or trade secrets of any former or concurrent employer or other person or entity without the prior written consent of that employer, person or entity. Furthermore, while employed by Agency Owner, DAP shall not bring onto Agency Owner premises any such confidential information or trade secrets of any former or concurrent employer or other person or entity without the prior written consent of that employer, person or entity.

(b) DAP represents and warrants that DAP is not under any obligation to assign or transfer to any third party any rights to any Innovations conceived, developed, or made by DAP, alone or with others.

5. No Solicitation of Customers or Potential Customers. DAP shall not, while employed by Agency Owner and for a period of two years after the end of DAP's employment relationship with Agency Owner, for any reason whatsoever, without the prior written consent of Agency Owner, other than for the account of Agency Owner, directly or indirectly, solicit, attempt to solicit, accept business from, or cause to be solicited any party who during the term of DAP's employment (a) was a customer of Franchisor, Agency Owner or any other Brightway Insurance agency during DAP's employment with Agency Owner, (b) was the recipient of a bid or proposal from Franchisor, Agency Owner, any other Brightway Insurance agency, or their agents, representatives, or employees within 24 months prior to the end of DAP's employment relationship with Agency Owner, or (c) that has previously been a customer or client of Franchisor, Agency Owner or any other Brightway Insurance agency, at any time during the 24 months prior to the end of DAP's employment relationship with Agency Owner.

6. Non-Competition. DAP shall not, while in DAP's position with Agency Owner, engage, directly or indirectly, as an owner, operator, employee, producer, agent, manager, consultant, broker, or otherwise have any interest in any property and casualty insurance and/or life insurance-related business other than as a Designated Agency Principal of Agency Owner; and if DAP is terminated by Agency Owner or otherwise leaves DAP's position with Agency Owner for any reason whatsoever, including but not limited to if the Franchise Agreement between Franchisor and Agency Owner is terminated, expires, or is not renewed, DAP shall not, for a period of two (2) years after such occurrence, engage, directly or indirectly, as an owner, operator, employee, producer, agent, manager, consultant, broker, or otherwise have any interest in: (i) any business that is competing in whole or in part with Franchisor by granting franchises or licenses to operate insurance agencies; or (ii) any business engaged, directly or indirectly, in the sale of property & casualty insurance or life insurance, at or within a twenty (20) mile radius of Agency Owner or any other franchisee-owned or company-owned Brightway



Insurance location that is in operation at such time, other than as an authorized owner of another Brightway Insurance location.

7. No Solicitation of Referral Sources. DAP shall not, while employed by Agency Owner and for a period of two years after the end of DAP's employment relationship with Agency Owner, for any reason whatsoever, without the prior written consent of Agency Owner, other than for the account of Agency Owner, directly or indirectly, solicit, attempt to solicit, accept business from, or cause to be solicited any party who was a referral source to the Agency Owner during DAP's employment with Agency Owner, or was actively solicited by Agency Owner, its agents, representatives, or employees within 12 months prior to the end of DAP's employment relationship with Agency Owner.

8. No Hiring of Employees. DAP shall not, while employed by Agency Owner and for a period of two years after the end of DAP's employment relationship with Agency Owner, for any reason whatsoever, without the prior written consent of Agency Owner, other than for the account of Agency Owner, directly or indirectly: (a) hire or employ any employee or other person associated with Agency Owner on behalf of any individual, corporation or other entity; or (b) induce or attempt to induce any employee or other person associated with Agency Owner to leave the employ of or cease doing business with Agency Owner.

9. No Inducement to Cease Doing Business with Agency Owner. DAP shall not, while employed by Agency Owner and for a period of three years after the end of DAP's employment relationship with Agency Owner, for any reason whatsoever, without the prior written consent of Agency Owner, directly or indirectly, induce or attempt to induce any customer, supplier, insurer, referral source, association, organization, vendor or any other person or entity to cease doing business with Agency Owner.

10. LinkedIn and Social Media.

(a) In connection with any social media accounts associated as an account of Agency Owner, DAP shall, immediately following the termination of employment (e.g., during an exit interview), or at any time upon the request of the Agency Owner, but in no event later than 24 hours from termination of employment, for any reason whatsoever, or the Agency Owner's request, provide Agency Owner with the account information for electronic mail, computer networks or Internet bulletin boards, blogs, or social media, such as Facebook, LinkedIn, Instagram, or Twitter, or any other form of communication, including, but not limited to, user names, login information, password reset information, associated e-mail addresses, and passwords. Furthermore, DAP shall, immediately following the termination of employment, for any reason whatsoever, cease and desist from use of social media accounts associated with Agency Owner including, but not limited to Agency Owner's Facebook, LinkedIn, Instagram, and Twitter accounts.

(b) Immediately following the termination of employment (e.g., during an exit interview) but in no event later than 24 hours following the end of DAP's employment relationship with Agency Owner, for any reason whatsoever, DAP shall: (a) remove any association with (i.e., "unfriend," "disconnect," or "unfollow") each employee, candidate, customer, prospective customer, referral source, or vendor of Agency Owner prior to changing his/her on-line profile and data to reflect that s/he is no longer employed by Agency Owner; and (b) remove any reference to being a current employee of or being currently associated with Agency Owner. Any failure to comply with the terms of

this Section 10, in the order specified, is a material breach of the confidentiality and non-solicitation provisions of this Agreement. The use of Facebook, LinkedIn, Instagram, Twitter or other social media to contact employees, candidates, customers, prospective customers, vendors, or referral sources of Agency Owner, following the end of DAP's employment relationship with Agency Owner, for any reason whatsoever, is a material breach of the non-solicitation provisions of this Agreement.

11. Breach. The restrictions contained in this Agreement, in view of the nature of Agency Owner's business, are reasonable and necessary to protect the legitimate business interests of Agency Owner, and that any breach or threatened breach of this Agreement will cause irreparable injury to Agency Owner, that money damages shall not provide an adequate remedy, and that their enforcement would not impose a hardship or significantly impair DAP's ability to earn a livelihood. The remedy at law for any breach of the foregoing shall be inadequate, and Agency Owner shall therefore be entitled, in addition to any other relief available to it, to preliminary, temporary and permanent injunctive relief without the necessity of proving irreparable harm. If provisions of this Agreement are ever determined by a court of competent jurisdiction to exceed limitations permitted by law, then such provisions shall be reformed automatically to set forth the maximum limitations permissible by law. If DAP violates any of the restrictions contained in this Agreement, the relevant restricted period shall be extended by a period equal to the length of time from the commencement of any such violation until such time as such violation shall be deemed, by Agency Owner, to be cured. Nothing contained herein shall be considered as prohibiting Agency Owner from pursuing any other remedies available to it for such breach or threatened breach, including any recovery of damages from DAP. If DAP violates this Agreement, and the Agency Owner prevails in any enforcement action, the DAP shall be liable for any attorneys' fees and costs that Agency Owner incurs in connection with the enforcement of its rights under this Agreement. Agency Owner may provide a copy of this Agreement to any third party, for the purpose of ensuring DAP's compliance with this Agreement, in the sole discretion of Agency Owner.

12. No Disparagement. DAP shall not take any action, directly or indirectly, which is contrary to the interests of Agency Owner or make any disparaging, untrue, negative, derogatory or defamatory remarks concerning Franchisor, Agency Owner or their business practices at any time. Notwithstanding anything in this Agreement to the contrary, DAP's obligations under this Agreement including, but not limited to, DAP's confidentiality, non-disparagement, and non-cooperation obligations, shall not apply in connection with the DAP's rights to participate in any proceeding before the National Labor Relations Board, the Equal Employment Opportunity Commission or any similar state administrative agency or body. However, should DAP initiate, commence, voluntarily cooperate with or provide assistance including, but not limited to, testimony or consultative services, in any claim, lawsuit, administrative proceeding, investigation, inquiry, or similar activity, whether governmental or private, whether pending or otherwise, against or related to Agency Owner, DAP shall provide written notice to Agency Owner prior to engaging in such conduct or activity.

13. Prior Agreements. DAP represents and warrants to Agency Owner that there are no restrictions, agreements or understandings, including, but not limited to, prior covenants not to compete agreements, oral or written, to which DAP is a party or by which DAP is bound, that prevent or make unlawful or actionable DAP's execution or performance of this Agreement.

14. DAP Cooperation. DAP shall make him/herself available and cooperate in any reasonable manner in providing assistance to Agency Owner in concluding and defending any business or legal (including the defense of any claim) matters which relate to Agency Owner. DAP's obligation to

assist Agency Owner shall continue beyond the end of DAP's employment relationship with Agency Owner, for any reason whatsoever; however, Agency Owner shall not be obligated to compensate DAP for said cooperation and assistance. Such cooperation shall include, but not be limited to, answering questions regarding any previous or current project DAP worked on while employed by Agency Owner so as to insure a smooth transition of responsibilities and to minimize any adverse consequences of a change in DAP's relationship with Agency Owner or otherwise as well as meeting with internal Agency Owner employees to discuss and review issues which DAP was directly or indirectly involved with during employment with Agency Owner, participating in any investigation conducted by Agency Owner either internally or by outside counsel or consultants, signing declarations or witness statements, preparing for and serving as a witness in any civil or administrative proceeding by both depositions or a witness at trial, reviewing documents and similar activities that Agency Owner deems necessary. Furthermore, DAP shall not initiate, commence, voluntarily cooperate with or provide assistance to any third party or individual in connection with any claim against Agency Owner, whether pending or otherwise, including, but not limited to, testimony or consultative services, in any claim, lawsuit, administrative proceeding, investigation, inquiry, or similar activity, whether governmental or private, without the prior written consent of Agency Owner. In the case of legal proceedings, DAP shall notify Agency Owner of any subpoena or other similar notice to give testimony or provide documentation ("Notice"), within two business days of receipt of said Notice and prior to providing any response to said Notice such that Agency Owner may have an opportunity to seek and obtain, among other things, an appropriate protective order or seek intervention in the matter.

15. Electronic Communication Systems.

(a) DAP shall not utilize for his/her personal use, any of the Agency Owner's electronic communication systems (including, but not limited to, desktop or laptop computers, facsimile machines, PDAs, telephones, cell phones, smartphones, any portable data storage devices (including, but not limited to, thumb/flash memory, hard disc drive, CDs, DVDs, disks or any other type of magnetic or optical storage device or any other device of similar function) (collectively referred to herein as "Device(s)"). DAP shall also not remove any Device from the Agency Owner's premises without the prior written consent of Agency Owner. DAP acknowledges and confirms that s/he has no expectation of privacy in the Agency Owner's electronic communication systems.

(b) DAP acknowledges and confirms that:

(i) all electronic (email/internet/world wide web ("www")) communication systems operated by Agency Owner (collectively referred to herein as "Systems"), as well as information stored, downloaded, transmitted, received, or contained in such Systems, are the property of Agency Owner. These Systems are to be used solely for job related purposes;

(ii) Agency Owner reserves and intends to exercise the right at any time to review, audit, intercept, access, and disclose all materials created, received or sent over such Systems and that DAP shall have no expectation of privacy from such access or monitoring;

(iii) the Systems shall not be used to solicit others for commercial ventures, religious or political causes, outside organizations or other non-business matters;

(iv) the Systems shall not be used to create any offensive or disruptive messages. Offensive and disruptive messages include, but are not limited to, any messages which are in contravention of Agency Owner's Non-Harassment Policy, which contain any racial or ethnic slurs or which offensively address someone's age, gender, sexual orientation, religious or political beliefs, national origin, or disability/handicap or other classification protected by applicable law;

(v) the Systems shall not be used to send (upload) or retrieve (download) copyrighted materials, trade secrets, proprietary business or financial information or similar materials without the prior written consent of Agency Owner;

(vi) all passwords or pass codes must be disclosed to Agency Owner and log-on and other passwords shall not be shared with a third party or another employee, unless requested and approved in writing by Agency Owner; and

(vii) DAP is not authorized to retrieve or read any e-mail/internet/www communication, link or message that are not sent to him/her, unless requested and approved in writing by Agency Owner.

16. Subsequent Employment. DAP shall promptly disclose, in writing to Agency Owner, the name and address of any new or subsequent business or entity DAP becomes associated with, whether as an owner, employee, principal, partner, servant, agent, representative, independent contractor, member, distributor, consultant, officer, director, shareholder, or otherwise, whether or not for compensation, including self-employment, either directly or indirectly, within the two years after DAP's employment with Agency Owner ceases. In connection with this disclosure requirement, DAP shall include, in writing, the name of DAP's direct supervisor(s); the Agency Owner reserves the right to contact these individuals for the purpose of ensuring DAP's compliance with the terms of this Agreement.

17. Miscellaneous.

(a) Indulgences, etc. Neither the failure nor any delay on the part of Agency Owner to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver. A valid waiver of any provision of this Agreement shall be limited to the instance specified in writing and, unless otherwise expressly stated, shall not be effective as a continuing waiver or repeal of such provision.

(b) Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any conflict-of-laws doctrines. This Agreement shall be interpreted without the aid of any canon, custom or rule of law requiring construction against the draftsman. This Agreement shall be construed as drafted by both of DAP and Agency Owner, as parties of equivalent bargaining power, and not for or against either of them as drafter.

(c) Binding Nature of Agreement. This Agreement shall inure to the benefit of Agency Owner including any transferee of the business operation, as a going concern, in which DAP is employed and shall be binding upon DAP, DAP's heirs and personal representatives. None of the rights or obligations of DAP hereunder may be assigned or delegated. Agency Owner may assign its rights under this Agreement in whole or in part.

(d) Third Party Beneficiary. Franchisor shall be a third-party beneficiary under this Agreement for all purposes, with the independent right to enforce its terms and to protect the rights and obligations granted to Franchisor hereunder.

(d) Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part. If any provision of this Agreement is deemed invalid or unenforceable, the validity of the other provisions of this Agreement shall not be impaired. If any provision of this Agreement shall be deemed invalid as to its scope, then, notwithstanding such invalidity, such provision shall be valid to the fullest extent permitted by law, and, if any court makes such a determination, such court shall have the power to modify the duration, scope and/or area of such provision and/or to delete specific words and phrases by "blue penciling" and, in its reduced or blue penciled form, to enforce such provision to the fullest extent permitted by law.

(e) DAP Claims. The existence of any claim or cause of action by DAP against Agency Owner shall not constitute a defense to the enforcement by Agency Owner of DAP's covenants, obligations, or undertakings in this Agreement.

(f) Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. By the execution of this Agreement, DAP acknowledges that any such superseded understandings and agreements are terminated, and DAP disclaims any and all rights or interest that may have existed with respect thereto. Further, any representations, promises, agreements or understandings, written or oral, with regard to the terms addressed in this Agreement that are not contained in this Agreement shall be of no force or effect. This Agreement may not be modified or amended other than by an agreement in writing signed by DAP and Agency Owner. Furthermore, DAP acknowledges and confirms that any subsequent change or changes in his/her duties, compensation or benefits shall not affect the validity or scope of this Agreement. Notwithstanding the foregoing, nothing herein shall limit the application of any generally applicable Agency Owner policy, practice, plan or the terms of any agreement, manual or handbook applicable to Agency Owner's employees generally, except to the extent the foregoing directly conflict with this Agreement, in which case the terms of this Agreement shall prevail.

(g) Section Headings. The Section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

(h) Gender, etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

(i) Jurisdiction of Courts. The exclusive legal venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Agreement, or any documents to be executed pursuant to this Agreement by the parties hereto, shall be: (i) Duval County, Florida, in the event that Franchisor initiates an action under this Agreement pursuant to its third-party beneficiary rights; or (ii) the state or federal courts nearest to the premises of the business operated by Agency Owner, in all other instances.

(j) Survival. All provisions of this Agreement which by their terms survive the end of DAP's employment relationship with Agency Owner, including, but not limited to, the post-employment obligations and covenants of DAP set forth in this Agreement, shall survive the end of DAP's employment relationship with Agency Owner and shall remain in full force and effect thereafter in accordance with their terms.

(k) Advice of Counsel and Acknowledgement. DAP acknowledges that DAP has had a full and fair opportunity to seek DAP's own counsel regarding this Agreement and that DAP has so consulted or freely chosen not to seek counsel. By signing this Agreement, DAP acknowledges that DAP has read and understands this Agreement and shall abide by all its terms and conditions. DAP also acknowledges that this Agreement has not been executed in reliance upon any representation or promise except those contained herein, and that Agency Owner has made no representation or guarantee about employing DAP for a specified period of time.

(l) Waiver of Jury Trial. Any dispute arising out of or concerning this Agreement and/or any and all claims or causes of action, including statutory claims, arising out of DAP's employment, between DAP and Agency Owner during his/her employment or after the termination of said employment, shall be tried without a jury. EMPLOYEE HEREBY IRREVOCABLY EXPRESSLY AND VOLUNTARILY WAIVES HIS/HER RIGHT TO A JURY TRIAL AND DOES SO IN ORDER TO RESOLVE ANY FUTURE DISPUTES IN A MORE EFFICIENT AND COST-EFFECTIVE MANNER.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth above.**

**BRIGHTWAY SYSTEM AGENCY:**  
a [STATE] [TYPE OF ENTITY]

**EMPLOYEE**

By: \_\_\_\_\_  
[AGENCY OWNER NAME, TITLE]

\_\_\_\_\_  
[NAME], Individually

**EXHIBIT M**

**OFFICE AGENCY INITIAL FEE NOTE; RETAIL AGENCY CONVERSION NOTE**

**[OFFICE AGENCY INITIAL FEE/RETAIL AGENCY CONVERSION FEE]**  
**PROMISSORY NOTE AND GUARANTY**

**Date of Note:** \_\_\_\_\_

**Principal Amount:** **Twenty-Four Thousand Thirty Dollars (\$24,030)**

**Maturity Date:** **The earlier of (i) the 2<sup>nd</sup> business day of the month following the termination or non-renewal of the Franchise Agreement, the date of any transfer or assignment of the Franchise Agreement to a third party, or the date of the first Commission Run in the fifty-third (53<sup>rd</sup>) month after the first payment hereunder is due.**

**Interest Rate:** **No interest shall accrue on the Principal Amount**

**Maker:** \_\_\_\_\_, a \_\_\_\_\_

**Payee:** **Brightway Insurance, LLC, a Florida limited liability company**

**Payee's Address:** **3733 University Boulevard West, Suite 100  
Jacksonville, Florida 32217**

**FOR VALUE RECEIVED**, Maker hereby covenants and promises to pay to the order of Payee, or to Payee's successors or assigns, at Payee's Address, or at such other place as Payee may designate to Maker in writing from time to time, in legal tender of the United States of America in immediately available funds, the Principal Amount which shall be due and payable in full on the Maturity Date.

No interest shall accrue on the Principal Amount.

Maker may prepay the entire outstanding Principal Amount balance of this Note, without penalty, at any time. Maker may make a partial prepayment no more than one (1) time every three hundred sixty-five (365) days. Partial prepayments shall reduce the total quantity of monthly payments, but shall not delay any upcoming payments or reduce the amount payable each month.

Any amount which is not paid within five (5) calendar days after the date on which it is due and payable will be subject to a late fee equal to five percent (5%) of such overdue amount.

On the earlier of (a) the termination or expiration and non-renewal of the Franchise Agreement or (b) any transfer or assignment of the Franchise Agreement to a third party, if the assignee does not also assume this Note, the aggregate unpaid Principal Amount and all other amounts payable under this Note shall be due and payable on the earlier of: (i) the 2<sup>nd</sup> business day of the month immediately following the termination or expiration of the Franchise Agreement, or (ii) the effective date of any transfer of the Franchise Agreement that does not include an assignment of this Note. In the event payment is governed by this paragraph, the foregoing shall constitute the Maturity Date.

If not due earlier pursuant to the preceding paragraph, the Principal Amount shall be due and payable as follows: Beginning on the date of the first Commission Run (as such term is defined in Section 8 of the Franchise



Agreement) in the seventh (7<sup>th</sup>) month after Maker commences operation of the Brightway Location governed by the Franchise Agreement, and continuing every month thereafter for fifty-three (53) consecutive months (54 monthly payments total), Maker shall remit to payee an amount equal to Four Hundred Forty-Five Dollars (\$445) per month. If Maker is financing the Retail Agency Conversion Fee and Maker's Office Agency has already been open for at least six (6) months, the first payment shall be due the month following execution of this Note. In the event payment is governed by this paragraph, the Maturity Date shall be the date of the first Commission Run in the fifty-third (53<sup>rd</sup>) month after the first payment hereunder is due. All amounts outstanding under this Note shall be due and payable on the applicable Maturity Date.

DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$ \_\_\_\_\_ HAVE BEEN PAID TO THE FLORIDA DEPARTMENT OF REVENUE IN CONNECTION WITH THE INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. [OR – THIS PROMISSORY NOTE WAS MADE, EXECUTED, DELIVERED AND ACCEPTED OUTSIDE THE STATE OF FLORIDA AND ACCORDINGLY NO FLORIDA DOCUMENTARY STAMP TAXES ARE DUE AND OWING IN CONNECTION THEREWITH]

This Note is also executed and delivered in connection with that certain Franchise Agreement by and among Maker and Payee dated \_\_\_\_\_ (the "Franchise Agreement") and is subject to the terms and conditions thereof.

The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note:

(a) The failure by Maker to pay, when due, any principal or other monetary amounts due under this Note, the Franchise Agreement or any other franchise or other agreement between Payee and Maker or Maker's affiliates; or

(b) The failure of Maker to perform or observe, in a prompt and timely manner, any obligation, term, provision, covenant or agreement contained in this Note or the Franchise Agreement or any other franchise or other agreement between Payee and Maker or Maker's affiliates.

Upon the occurrence of an Event of Default, all of the then-outstanding balance of the Principal Amount and any accrued late fees shall, at the option of Payee, then become due and payable immediately without presentment, demand or notice of any kind. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

Upon the occurrence of an Event of Default, Payee shall also be entitled to set off any amounts Maker owes to Payee under the terms of this Note against any amounts Payee owes to Maker or its affiliates under the Franchise Agreement (or any other franchise or other agreement between Payee and Maker or its affiliates).

No act of omission or commission of Payee, including specifically any failure to exercise any right, remedy or recourse, shall be a waiver of any right, remedy or recourse unless in a writing executed by Payee, 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.

Time is of the essence in this Note. In the event of any default hereunder, Maker further agrees that Maker shall pay all costs of collection and enforcement of this Note, including all costs, expenses and attorneys' fees for any hearing, trial, retrial, rehearing or appeals.

This Note may not be changed, altered, modified, or terminated orally, but only by an agreement or discharge in writing signed or delivered by Payee, including without limitation any replacement Schedule I delivered by Payee to Maker pursuant to the terms of this Note.

Maker hereby waives presentment, protest and notice of dishonor and further agrees to all extensions and renewals of this Note as Payee may, in its discretion, grant, and does further waive the right to receive any and all other notices as may be required under applicable law.

The persons executing this Note on behalf of entities acknowledge their authority to do so. Maker represents and warrants that no third-party consent is required for delivery or execution of this Note.

Maker's obligations hereunder shall not be assigned by Maker without the consent of Payee. This Note shall bind Maker and its permitted successors and assigns. If this Note is transferred by Payee, a new note of like tenor, date and maturity shall be issued to the transferee upon the surrender hereof for cancellation.

This Note shall be subject to and governed by the laws of the State of Florida, without regard to such state's choice of law provisions. Maker hereby irrevocably consents to the jurisdiction and venue of the courts in Duval County, Florida and of any federal court located in the Middle District of Florida in connection with any action or proceeding arising out of or relating to this Note or a default of this Note.

If any provision of this Note is deemed illegal under any state or federal law, then such provision shall not be considered part of this Note and the remainder of this note shall not be affected.

Maker hereby waives any right to a trial by jury in any civil action arising out of, or based upon, this Note.

In consideration of Payee entering into this Note, Maker, for itself and all persons and entities claiming by, through, or under it, releases, acquits and forever discharges Payee and its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors, and assigns (the "Payee Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which Maker, by itself, on behalf of, or in conjunction with any other person, persons, or entity, have, had or claim to have against the Payee Releasees arising out of or related to the offer or sale of the Franchise Agreement, and the operation of any franchised Brightway Insurance location owned by Maker or its affiliates.

**TO SECURE PAYMENT, MAKER IRREVOCABLY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR MAKER IN SUCH COURT AT ANY TIME AFTER THE PAYMENT DEADLINE AND CONFESS A JUDGMENT WITHOUT PROCESS IN FAVOR OF PAYEE FOR SUCH AMOUNT AS MAY APPEAR TO BE UNPAID, TOGETHER WITH THE COSTS AND REASONABLE ATTORNEYS' FEES AMOUNTING TO THE GREATER OF TWO THOUSAND DOLLARS (\$2,000) OR TEN PERCENT (10%) OF THE UNPAID BALANCE THEN DUE UNDER THIS NOTE. MAKER WAIVES AND RELEASES PAYEE FROM ALL ERRORS IN SUCH PROCEEDINGS, AND CONSENTS TO THE IMMEDIATE EXECUTION UPON ANY SUCH JUDGMENT, AND RATIFIES AND CONFIRMS ALL THAT THE ATTORNEY MAY DO BY VIRTUE OF SUCH JUDGMENT. MAKER WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY LAW, ALL BENEFIT AND RELIEF FROM ANY AND ALL APPRAISEMENT, STAY, OR EXEMPTION**

**LAWS OF ANY STATE, NOW AND IN THE FUTURE ENACTED. PAYEE'S RIGHT TO ENTER JUDGMENT BY CONFESSION SHALL NOT BE EXHAUSTED BY THE ENTRY OF SUCH JUDGMENT, AND PAYEE SHALL HAVE THE RIGHT TO ENTER SUCCESSIVE JUDGMENTS PURSUANT TO THIS NOTE.**

**I HAVE READ THE ABOVE NOTE AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS NOTE IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.**

**MAKER:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**GUARANTY OF PAYMENT AND PERFORMANCE**

For value received and intending to be legally bound, the undersigned do each hereby jointly and severally guarantee the payment of the foregoing Promissory Note made by \_\_\_\_\_ (the "Maker"), for the benefit of Brightway Insurance, LLC, a Florida limited liability company, dated as of \_\_\_\_\_ (the "Note"), in the original principal amount of Twenty Four Thousand Thirty Dollars (\$24,030) and all extensions or renewals thereof and all sums payable under or by virtue thereof, including, without limitation, all amounts of principal and all expenses (including attorneys' fees and costs) incurred in the collection thereof, the enforcement of rights thereunder and hereof, and further, waives presentment, demand, notice of dishonor, protest and all other notices whatsoever to the fullest extent permitted by law.

This Guaranty shall bind the undersigned and their respective successors, heirs, executors and administrators, irrespective of the lack of any advance notice or consent of the undersigned, for their obligations hereunder. This Guaranty shall be continuing, absolute, unconditional and irrevocable. This Guaranty is a guaranty of prompt payment and performance (and not merely a guaranty of collection). The holder of the Note shall not be obligated to first enforce or resort to any other remedies it may have for the payment of any indebtedness covered by this Guaranty before the undersigned shall become liable hereunder. The undersigned hereby consent and agree that: (i) the undersigned may be sued by the holder of the Note with or without joining the Maker of the Note, and without first or contemporaneously suing the Maker or otherwise seeking or proceeding to collect from the Maker; and (ii) the payment of the Note, or any of the liabilities of the Maker thereof, may be extended or the Note renewed any number of times and for any period without notice.

If any part of this Guaranty shall be adjudged invalid or not enforceable, then such partial invalidity or unenforceability shall not cause the remainder of this Guaranty to be or to become invalid or unenforceable, and if a provision hereof is held invalid or unenforceable in one or more of its applications, the parties hereto agree that said provisions shall remain in effect in all valid or enforceable applications that are severable from the invalid or unenforceable applications.

None of the terms and provisions of this Guaranty shall be waived, altered or amended except by a writing, duly signed by an appropriate representative of the holder of the Note and by the undersigned. The use of the singular herein may also refer to the plural, and vice versa, and the use of the neuter or any gender shall be applicable to any other gender or the neuter. If more than one person has executed this Guaranty, the term "the undersigned," as used herein shall refer to each such person and the liability of each of the undersigned hereunder shall be joint and several and primary.

IN WITNESS WHEREOF, each of the undersigned certifies that he or she has read and understands the foregoing Note and this Guaranty; is capable and empowered to sign this Guaranty; and has hereunder voluntarily executed this Guaranty as of \_\_\_\_\_.

**GUARANTORS:**

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT N**

**GUARANTEE OF PERFORMANCE**

## GUARANTEE OF PERFORMANCE

For value received, Brightway Holdings, LLC, a Delaware limited liability company (the "Guarantor"), with a principal place of business at 3733 University Boulevard West, Suite 100, Jacksonville, Florida 32217, absolutely and unconditionally guarantees to assume the duties and obligations of Brightway Insurance, LLC, located at 3733 University Boulevard West, Suite 100, Jacksonville, Florida 32217 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under the Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registration and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Charlotte, NC, on the 2<sup>nd</sup> day of April, 2024.

### GUARANTOR:

BRIGHTWAY HOLDINGS, LLC

DocuSigned by:  
By:   
C899C8CEAD87410...  
Nick Clements, CEO

**EXHIBIT O**

**STATE EFFECTIVE DATES PAGE**

**BRIGHTWAY INSURANCE, LLC**

**STATE EFFECTIVE DATES – 2023**

The following states 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, Texas, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

|              |                |
|--------------|----------------|
| CALIFORNIA   | PENDING        |
| HAWAII       | NOT REGISTERED |
| ILLINOIS     | PENDING        |
| INDIANA      | PENDING        |
| MARYLAND     | PENDING        |
| MICHIGAN     | EFFECTIVE      |
| MINNESOTA    | PENDING        |
| NEW YORK     | PENDING        |
| NORTH DAKOTA | PENDING        |
| RHODE ISLAND | PENDING        |
| SOUTH DAKOTA | PENDING        |
| VIRGINIA     | PENDING        |
| WASHINGTON   | PENDING        |
| WISCONSIN    | PENDING        |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.



**EXHIBIT P:**

**RECEIPTS**

## RECEIPTS (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 Brightway Insurance, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If Brightway Insurance, 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 the state administrator identified in Exhibit H of this Disclosure Document. A list of the franchisor's agents registered to receive service of process is also included in Exhibit H to this Disclosure Document. I have received a Disclosure Document with an Issuance Date of April 3, 2024. This FDD included the following Exhibits:

|            |  |            |   |
|------------|--|------------|---|
| Exhibit A. | Financial Statements   | Exhibit I. | Franchisee Disclosure Questionnaire                           |
| Exhibit B. | Franchise Agreement  | Exhibit J. | Affidavit Regarding Existing Contractual Obligations          |
| Exhibit C. | Sample Termination and Release Agreement                       | Exhibit K. | Collateral Assignment of Lease                                |
| Exhibit D. | Tables of Contents of Confidential Operating Manual            | Exhibit L. | Confidentiality and Non-Competition Agreement                 |
| Exhibit E. | List of Current and Former Brightway Locations                 | Exhibit M. | Office Agency Initial Fee Note; Retail Agency Conversion Note |
| Exhibit F. | Retail Agency Initial Fee Note                                 | Exhibit N. | Guarantee of Performance                                      |
| Exhibit G. | State Specific Addenda   | Exhibit O. | State Effective Dates Page                                    |
| Exhibit H. | List of State Administrators and Agents for Service of Process | Exhibit P. | Receipts  |

The franchise seller offering this franchise is \_\_\_\_\_.

The above franchise seller can be reached at the following address and telephone number:

Address: 3733 University Boulevard West, Ste. 100, Jacksonville, FL 32217  
Telephone: (904) 764-9554

\_\_\_\_\_  
Name of Prospective Franchisee, individually & as an officer of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Prospective Franchisee

Date: \_\_\_\_\_

Date, sign and return this Original Receipt to: Brightway Insurance, LLC 3733 University Boulevard West, Suite 100, Jacksonville, Florida 32217; [compliance@brightway.com](mailto:compliance@brightway.com).

**RECEIPTS (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 Brightway Insurance, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

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\_\_\_\_\_  
Name of Prospective Franchisee, individually & as an officer of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Prospective Franchisee

Date: \_\_\_\_\_

Keep this copy of the receipt for your records.