

INDEPENDENT INSURANCE AGENCY AGREEMENT

This independent insurance agency agreement (“**Agreement**”) between INSURANCE PRO AGENCIES, INC., an Illinois corporation (“**IPA**”), and _____, a/an _____ (the “**Agent**”), is dated the 1st day of _____, _____, in exchange for good and valuable consideration and mutual promises as described in this Agreement and will continue until terminated. IPA is in the business of providing access to insurance markets in all lines of coverage and the Agent is a licensed insurance producer. The parties have determined that it is mutually beneficial to enter into a business relationship in which IPA will provide independent insurance agency startup consulting and support, and access to markets for the Agent’s accounts, in exchange for a percentage of commissions and bonuses generated by the Agent. IPA and the Agent therefore agree as follows:

ARTICLE 1 – CARRIERS

- 1.1 **Direct Carrier Access.** IPA agrees to submit the Agent for direct access to the carrier, wholesaler, managing general agent and brokerage group IPA offers (“**IPA’s Carriers**”) according to carrier guidelines and based on the Agent’s experience, qualifications and business plan.
- 1.1.1 **Direct Sub-Code Appointment.** Upon submission, each carrier will evaluate the Agent’s merits for conducting its business directly through the carrier and, if approved, will issue the Agent a direct sub-code appointment. The Agent acknowledges that ultimately the carrier will make the decision to appoint the Agent and therefore IPA cannot guarantee a direct sub-code appointment.
- 1.1.2 **Master Code Access.** The Agent may otherwise be listed as a producer under IPA’s master code, for a period, to allow the Agent the opportunity to demonstrate to the carrier its suitability for a direct-sub code appointment.
- 1.2 **Outside Carriers.** The Agent may obtain separately its own life and health carrier appointments outside of those available through IPA’s Carriers. Until the Agent meets the conditions and elects to cap the commission share with IPA according to section 3.2, the Agent shall not seek or accept appointment or representation with any property and casualty carriers outside of those available through IPA’s Carriers without the prior written consent of IPA. Once the Agent elects to cap the commission share with IPA, the Agent may obtain separately its own property and casualty appointments outside of those available through IPA’s Carriers at its own discretion. Subject to section 6.7.3, any commissions earned by the Agent under its carrier appointments outside of IPA’s Carriers will not be subject to a commission split with IPA.
- 1.3 **Common Carriers.** If the Agent obtained appointments with any of IPA’s Carriers prior to the date of this Agreement, or obtains a carrier appointment during the term of this Agreement prior to IPA contracting with that carrier, the Agent may retain those carrier appointments outside of IPA’s master contracts and any commissions earned by the Agent under those appointments will not be subject to a commission split with IPA.

ARTICLE 2 – OWNERSHIP

- 2.1 **Book of Business Ownership.** During the term of this Agreement, the Agent will maintain 100% ownership of its accounts placed with IPA’s Carriers which will entitle the Agent to commissions and bonuses, the use and control of policy expirations, and the ability to sell or transfer its accounts, all in accordance with the terms and provisions of this Agreement.

ARTICLE 3 – COMMISSIONS & BONUSES

- 3.1 **Commission Split.** Any commissions earned on any accounts written, renewed, acquired, transferred, or merged by the Agent and placed with IPA's Carriers will be split at a rate of 80% to the Agent and 20% to IPA. After 90 days from the date of this Agreement, IPA's monthly commission share will be the greater of \$495 or 20% of commissions generated by the Agent.
- 3.2 **Commission Sharing Cap.** The Agent may elect to cap the amount of commissions shared with IPA once the Agent has generated an average of \$14,975 in monthly gross commissions (the "**Cap**") with IPA's Carriers for a rolling 12-month period, with 30 days' written notice to IPA. When the Cap goes into effect, IPA's monthly commission share will be locked-in at 20% of the Cap and the Agent will receive 100% of all commissions above IPA's fixed share each month for the duration of this Agreement.
- 3.3 **Profit Sharing Bonuses.** Many of IPA's Carriers offer incentive compensation outside of commissions, typically on an annual basis, to encourage and reward factors such as profitability, growth, and retention ("**Profit Sharing Bonuses**") and are paid to IPA according to its agreements with the carriers. Should IPA qualify for a Profit Sharing Bonus, the Agent will share in the bonus if eligible at the end of the qualifying period. Eligibility will require that the Agent holds a direct sub-code appointment with \$100,000 or more in written premium and that the Agent meets the minimum loss ratio, growth rate and retention rate requirements established by the carrier. If the Agent has multiple direct sub-codes with a carrier, each sub-code must qualify individually. IPA will pay the Agent 50% of its proportionate share of any Profit Sharing Bonus that the Agent qualifies to participate in. If the Agent achieves \$250,000 or more in written premium with a carrier paying a Profit Sharing Bonus and the Agent meets all the requirements outlined above, IPA will pay the Agent 80% of its proportionate share. Bonus payouts will be included on the Agent's monthly accounting of commissions within approximately 60 days following receipt of the bonus and detailed reports from the carrier by IPA. The Agent will not be eligible to share in the bonus if this Agreement is terminated for any reason prior to the end of the qualifying period.
- 3.4 **Promotional Incentive Bonuses.** Many of IPA's Carriers offer incentive compensation and prizes outside of commissions on a national, regional, or state level, to encourage and reward selling certain products during a specified promotional period ("**Promotional Incentive Bonuses**"). To be eligible to share in a Promotional Incentive Bonus, the Agent must hold a direct sub-code appointment with the carrier and individually meet the requirements established by the carrier at the end of the qualifying period. IPA will pay the Agent 80% of the bonus amount that the Agent individually qualified for. Bonus payouts will be included on the Agent's monthly accounting of commissions within approximately 60 days following receipt of the bonus and detailed reports from the carrier by IPA. Any non-monetary prizes and travel awards that the Agent individually qualifies for under its direct sub-code will be awarded to the Agent. The Agent will not be eligible for a Promotional Incentive Bonus if this Agreement is terminated for any reason prior to the end of the qualifying period or date of travel award.
- 3.5 **Supplemental Compensation Bonuses.** From time to time, IPA's Carriers may negotiate or make a special offer to IPA, outside of commissions and any established Profit Sharing Bonus program, to award a bonus if IPA achieves certain goals during a specified period (a "**Supplemental Compensation Bonus**"). To be eligible to share in a Supplemental Compensation Bonus, the Agent must hold a direct sub-code appointment with the carrier. IPA will pay the Agent 80% of its proportionate share and payouts will be included on the Agent's monthly accounting of commissions within approximately 60 days following receipt of the bonus and detailed reports from the carrier by IPA. The Agent will not be eligible for a Supplemental Compensation Bonus if this Agreement is terminated for any reason prior to the end of the qualifying period.
- 3.6 **Payment & Accounting of Commissions.** The Agent acknowledges and agrees that all gross commission payments from IPA's Carriers will be paid to IPA. IPA shall pay and give an accounting of commissions to the Agent within approximately 30 days following IPA's receipt of the commissions and detailed reports from IPA's Carriers. IPA

reserves the right to deduct from the Agent's commissions and bonuses any amounts owed to IPA, IPA's Carriers, or service providers obtained through IPA. The Agent agrees to authorize IPA to debit the Agent's account if there is a negative amount payable after the accounting of commissions. Upon termination of this Agreement for any reason, IPA shall have no further obligation to pay the Agent for commissions received on any of its accounts remaining with IPA's Carriers after the effective date of termination.

ARTICLE 4 – AGENT RESPONSIBILITIES

- 4.1 **Business Office.** While IPA does not require a business office under this Agreement, the Agent acknowledges that certain carriers may require an office in an approved location to be eligible for a direct sub-code appointment. If the Agent wishes to be considered for an appointment with one of these carriers, the Agent agrees to consult with IPA on the office location.
- 4.2 **Insurance Licenses.** The Agent shall maintain active insurance licenses as required by law and will not solicit any lines of insurance it does not hold an active license for. The Agent will provide copies of all licenses to IPA prior to the date of this Agreement and upon each renewal without any further request. If required by the Agent's domicile State Division of Insurance, the Agent shall maintain an active insurance producer or business entity bond and provide a copy to IPA prior to the date of this Agreement and upon each renewal without any further request.
- 4.3 **E&O Insurance.** The Agent shall maintain an active errors and omissions insurance policy and provide a copy to IPA prior to the date of this Agreement and upon each renewal without any further request. IPA must be listed as an additional insured and the policy must reflect minimum coverage limits of \$1,000,000 for each individual occurrence and \$1,000,000 aggregate coverage, which may be subject to change on an annual basis as determined by IPA. The Agent understands and agrees that its errors and omissions insurance policy is subject to approval by IPA. The Agent agrees to fully indemnify IPA for all loss or damage, including litigation costs, and reasonable attorneys' fees arising from any claim for which it has not maintained errors and omissions coverage as required by this Agreement.
- 4.4 **Agency Management System & Comparative Rater.** The Agent agrees to utilize IPA's designated agency management system and comparative rating software, currently EZLynx™, for the duration of this Agreement and to pay the service provider's access fee of \$169 per month for a one-user account, and \$89 per month for each additional user, payable to IPA as a deduction on the monthly accounting of commissions. If setting up a new EZLynx™ account, the Agent agrees to pay a one-time charge of \$799 to IPA upon the execution of this Agreement which includes the service provider's initial setup fee of \$630 and the first month's access fee of \$169. The Agent may upgrade its EZLynx™ account at any time with additional features at the Agent's cost. If transferring an existing EZLynx™ account to IPA's system, the Agent acknowledges that the cost to transfer existing data will be at the Agent's expense. IPA's negotiated pricing with the service provider is subject to change on one or more occasions upon 60 days' written notice to the Agent.
- 4.5 **Expenses & Taxes.** The Agent will be responsible for all its own expenses including but not limited to lease, utilities, furniture, phone, computer, signs, advertising, lead generation, marketing, underwriting reports including MVR and CLUE, all taxes including quarterly income, state and federal taxes, federal or state unemployment contributions, FICA and self-employment taxes.
- 4.6 **Employees & Producers.** The Agent will be responsible for its own employee payroll and the cost of workers' compensation insurance. The Agent shall pay all commissions to producers that it appoints according to its agreement with them. IPA will have no obligation, of any kind, either during or after the termination of this Agreement to the employees, producers, or any other third party acting on behalf of the Agent.
- 4.7 **Customer Service.** The Agent will handle all customer service and adopt each carrier's procedures for new account submissions, file maintenance, document retention, rating, invoicing, claims, and renewal process and must fully

comply with carrier audits in a timely manner. The Agent agrees that its cooperation and compliance with carrier audits and access to application documents extends beyond the termination of this Agreement.

- 4.8 **Agency Bill.** The Agent will be responsible for the accounting of all agency billed policies. If required by its domicile State Division of Insurance, the Agent shall establish a separate Premium Fund Trust Account for the exclusive purpose of depositing customer premiums.

ARTICLE 5 – SALE OR TRANSFER

- 5.1 **Agency Perpetuation.** At any time after the date of this Agreement, the Agent may sell or transfer any or all of its accounts placed with IPA's Carriers to licensed immediate family members or an employee who has worked in the agency for at least one year, only after the Agent has obtained, in advance, the written consent of IPA, which cannot be unreasonably withheld. Any sale or transfer to an immediate family member or an employee who has worked in the agency for at least one year is not subject to the right of first refusal but is subject to the acquiring party entering into an Independent Insurance Agency Agreement with IPA on or before the date of sale or transfer.
- 5.2 **Agency Sale.** At any time after the date of this Agreement, the Agent may sell or transfer any or all of its accounts placed with IPA's Carriers to a third party, other than an immediate family member or employee who has worked in the agency for at least one year, subject to the following:
- 5.2.1 **IPA's Right of First Refusal.** If at any time during the term of this Agreement, or within six months after its termination, the Agent receives a genuine, good faith offer to purchase the Agent's insurance book of business, which includes its accounts placed with IPA's Carriers, the Agent shall immediately send written notice to IPA of the offer and all its terms along with copies of all related documents and reports. IPA shall have the right to purchase the Agent's book of business on the same terms and at a price equal to the original offer plus 10%. IPA shall have 30 days from receipt of the Agent's offer notice to conduct its due diligence on the Agent's financial and business books and records and to provide the Agent with written notice of IPA's intent to exercise or decline its right to purchase. The due diligence period may be extended beyond 30 days, for a reasonable period at IPA's discretion, if the Agent does not provide IPA with requested information in a timely manner. If IPA exercises its right to buy, it shall close on the purchase of the Agent's book of business within 60 days of IPA's notice of intent to purchase.
- 5.2.2 **IPA Declines to Purchase.** If IPA declines its right to purchase the Agent's book of business, the Agent will have the right to sell its accounts to a third party on the same terms and price described in the original offer provided to IPA, but not on any other terms or price, and according to the following conditions:
- (a) **Acquiring Party Contracts with IPA.** IPA will approve the transfer of the Agent's sub-codes and policies to the acquiring party upon receipt of a copy of the details of the sale or transfer from the Agent, including any buy-sell agreement, and contingent upon the acquiring party meeting IPA's qualifications and entering into an Independent Insurance Agency Agreement with IPA on or before the date of sale or transfer. Any sale or transfer to an acquiring party that is already contracted with IPA must first be approved in writing by IPA.
- (b) **Acquiring Party Does Not Contract with IPA.** If the Agent sells or transfers its accounts to a third party that does not enter into an Independent Insurance Agency Agreement with IPA, the Agent shall send a copy of the details of the sale or transfer, including any buy-sell agreement, to IPA on or before the date of sale or transfer. Pursuant to section 8.1, the Agent shall have no authority to request sub-code transfers, policy list transfers and Agent or Broker of Record changes to move its accounts placed with IPA's Carriers to the same carriers through another broker or agency. The Agent further acknowledges that any policies

sold or transferred to a third party that does not enter into an Independent Insurance Agency Agreement with IPA must be rewritten with or otherwise moved to carriers outside of IPA's Carriers.

- 5.2.3 **Agent Cannot Find a Buyer.** If the Agent, or its heirs, wish to sell the Agent's insurance book of business but cannot find a buyer, they may provide IPA with written notice of intent to sell. Upon receipt of the notice of intent to sell, IPA will have the option, but not the obligation, to negotiate a mutually agreed upon market price for the Agent's accounts. If IPA declines to purchase, or a price cannot be mutually agreed upon, IPA may otherwise at its discretion, assist the Agent, or its heirs, in finding a qualified buyer.
- 5.3 **Corporate Structure.** The Agent shall provide IPA with 30 days' written notice prior to any changes to its corporate structure or prior to any merger or consolidation of the Agent's insurance business with any other entity.
- 5.4 **Continuation of the Agreement.** At any time after the date of this Agreement, IPA may sell, transfer, or assign the rights and benefits given to it under this Agreement to a third party. The Agent acknowledges and consents that it is the intent of the parties to permit this Agreement to survive any sale of assets, merger, consolidation, or other change in the corporate structure of IPA. In the case of any such transfer, due notice shall be provided to the Agent.

ARTICLE 6 – TERMINATION

- 6.1 **Separation.** At any time after the date of this Agreement, either party may separate and terminate this Agreement without cause on the following terms and conditions:
- 6.1.1 **Agent Separates.** If the Agent elects to terminate this agreement without cause, the Agent shall provide IPA with 30 days' written notice of separation and the Agent will have the ability to rewrite or otherwise move its accounts to carriers outside of IPA's Carriers. This Agreement will terminate on the 31st day from the date the notice was sent. The Agent acknowledges that the covenants made in section 8.1 regarding the Restriction on IPA's Carriers will continue to apply for one year after the termination of this Agreement.
- 6.1.2 **IPA Separates.** If IPA elects to terminate this agreement without cause, IPA shall provide the Agent with 180 days' written notice of separation and IPA will provide the Agent with a carrier release and written authorization to obtain carrier appointments on its own with IPA's Carriers and to transfer its accounts. The Agent acknowledges that ultimately the carriers will make the decision to appoint the Agent and IPA does not imply or guarantee that the Agent will be able to obtain carrier appointments on its own. IPA will continue to provide the Agent with an accounting and payment of commissions during the 180-day notice period. This Agreement will terminate on the 181st day from the date the notice was sent unless the Agent notifies IPA with 15 days' written notice before then to stop the monthly accounting of commissions and to terminate this Agreement.
- 6.2 **Date of Sale.** Subject to Article 5, if there is a complete sale or transfer of the Agent's accounts, this Agreement will terminate upon the date of sale or transfer.
- 6.3 **Material Breach.** This Agreement shall terminate immediately upon the material breach of this Agreement by either party. Written notice of the material breach and termination shall be sent to the breaching party and this Agreement will terminate on the date the notice was sent.
- 6.4 **Termination For Cause.** IPA may immediately terminate this Agreement for cause upon the occurrence of any of the following:
- 6.4.1 **Abandonment.** The Agent abandons its independent insurance agency operations.

- 6.4.2 **Fraud.** The Agent commits any form of theft or misappropriation of insurance premiums, forgery, or misrepresents information on insurance applications.
- 6.5 **Agent Goes Out of Business.** At any time after the date of this Agreement, the Agent may elect to voluntarily relinquish its book of business and terminate this Agreement without a sale or transfer by giving 30 days' written notice of voluntary termination to IPA. This Agreement will terminate on the 31st day from the date the notice was sent, and the Agent will receive one final accounting and payment of monthly commissions from IPA following the termination of this Agreement. IPA reserves the right to withhold the final commission payment until the Agent has submitted its client files to IPA for the purpose of servicing the accounts.
- 6.6 **Death or Disability with No Successor.** This Agreement shall terminate upon the death or total disability of the principal(s) of the Agent's insurance agency business with no successor, subject to the Agent's heirs or authorized representative providing written notice to IPA of a sale or transfer in accordance with Article 5, or medical documentation to IPA's satisfaction of the nature and extent of the illness or injury, within 60 days. For the purposes of this Agreement, total disability shall mean any permanent or long-term physical or mental illness or injury that materially impairs the principals' ability to solicit, sell and service its customers.
- 6.7 **Carrier Access Termination.**
- 6.7.1 **Direct Sub-Code Appointment Termination.** If the Agent's access under a direct sub-code appointment is terminated by the carrier, the Agent will continue to receive an accounting and payment of commissions on its accounts with that carrier as long as the sub-code remains open, and the Agent retains access to service its accounts.
- 6.7.2 **Master Code Access Removal.** IPA reserves the right to remove the Agent's access under an IPA master code if the Agent is declined for or no longer wishes to pursue a direct sub-code appointment with the carrier, or if the Agent's accounts cause harm to IPA's loss ratio, or upon the occurrence of any detrimental conduct, or if after a period of at least one year the Agent has not met the carrier's expectation to be considered for a direct sub-code appointment. If the Agent's access under an IPA master code is removed, the Agent will continue to receive an accounting and payment of commissions on its accounts with that carrier for 12 months while the Agent rewrites its policies with another carrier.
- 6.7.3 **Protection Against IPA Master Carrier Contract Termination.** To preserve business continuity of both parties, if the Agent has business with an IPA Carrier and IPA's master contract with that carrier is terminated for any reason, the Agent may pursue a direct contract with that carrier outside of IPA. The Agent agrees that if a direct contract with that carrier is obtained outside of IPA, the commissions earned with that carrier will continue to be subject to the commission split between the Agent and IPA for the duration of this Agreement. The Agent agrees to remit to IPA the monthly commission statement within 10 days of receipt from that carrier to allow IPA to reconcile the commission share on IPA's monthly accounting of commissions to the Agent.

ARTICLE 7 – LIABILITIES

- 7.1 **Independent Contractor.** The Agent will have exclusive control over its business, office functions, day-to-day activities, and will function strictly as an independent contractor and not as an agent, joint venture, or partner of IPA. The Agent is not an employee of IPA and will not be construed as such for unemployment purposes or for state and federal tax filings. The Agent shall operate in its own name and cannot be identified as IPA or co-identified with IPA. The Agent expressly acknowledges that it does not have contractual authority, and cannot in any way induce a third party, to enter into a lease, utilities, or any other service in the name of IPA.

- 7.2 **Prior Non-Compete.** The Agent and any producers who write business through the Agent may have certain obligations with former insurance carriers, market access providers or agencies that may impact the business that the Agent is authorized to write. The Agent hereby represents and warrants that the solicitation or acceptance of new business and the servicing of business will not violate the terms of any contractual, legal or other obligation with any third party, and that the Agent will make whole or otherwise indemnify IPA and all of its officers, directors, employees, successors and assigns from any losses, liabilities, damages, taxes, expenses, reasonable legal fees and disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties arising from or relating to third party claims, demands, actions or threat of action arising from or relating to the Agent's actual or alleged breach of a contractual, legal or other obligation with any third party.
- 7.3 **Limited Authority.** Other than the binding of insurance coverage for any policies written by the Agent through IPA, it is understood that the Agent is an independent contractor and has no authority to act in any manner, express or implied, that would cause or create any legal obligation on behalf of IPA. The Agent has no right or independent authority under this Agreement to contract, assign, encumber, or act in any way or manner that would cause IPA to incur any form of financial liability or legal obligation. Any liabilities incurred by the Agent will become the sole responsibility of the Agent.
- 7.4 **Confidential Client Information.** The Agent will have access to significant confidential client information during the term of this Agreement and the Agent agrees that all necessary and reasonable steps will be taken to assure that this information is not disclosed, breached, accessed, or compromised in any way by the Agent, its employees, producers, or third parties and shall indemnify or otherwise hold harmless IPA for any such failure or breach.
- 7.5 **Binding Authority Limitations.** The Agent will have the binding authority authorized by its direct carrier sub-code appointments. The Agent acknowledges its responsibility to fully understand its binding limitations, and will not allow a broker, solicitor, sub-agent or producer who is not duly appointed by a carrier to bind a carrier to a risk.
- 7.6 **Carrier Access Authority.** The Agent shall not in any way provide access to IPA's Carriers to any broker, solicitor, sub-agent or producer who does not have an exclusive agreement with the Agent. The Agent further agrees that it will not allow any person or third party who is affiliated with or that represents an exclusive insurance carrier outside of IPA's Carriers to communicate with IPA's Carriers on behalf of the Agent.
- 7.7 **Hold Harmless.**
- 7.7.1 **The Agent Indemnifies IPA.** The Agent shall indemnify and hold IPA harmless against any and all losses and liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure to act, of the Agent, its employees, producers, sub-contractors or assignees, including all claims relating to the injury, disability or death of any person or damage to any property.
- 7.7.2 **IPA Indemnifies the Agent.** IPA shall indemnify and hold the Agent harmless against any and all losses and liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure to act, of IPA, its employees, producers, sub-contractors or assignees, including all claims relating to the injury, disability or death of any person or damage to any property.

ARTICLE 8 – RESTRICTIVE COVENANTS

- 8.1 **Restriction on IPA's Carriers.** IPA holds master contracts with IPA's Carriers and must thereby comply with and fulfill all terms and conditions of those contracts. Those contracts and the associated business relationships is what permits the Agent to place its business with IPA's Carriers. In recognition of this unique value, the Agent acknowledges the benefit and consideration provided by IPA and recognizes and accepts the economic loss should the Agent affect the placement or transfer of business with any of IPA's Carriers. Accordingly, for the term of this Agreement and for a period of one year following the termination date of this Agreement, the Agent and all respective members, officers,

producers and employees agree to and accept that they shall not seek or accept direct appointment or representation with any of IPA's Carriers separately from IPA, or directly or indirectly transfer any policies that the Agent placed with IPA's Carriers to the same carriers through another market access provider, broker or agency, including but not limited to sub-code transfers, policy list transfers and Agent or Broker of Record changes, unless the Agent has obtained the prior written consent of IPA. The parties agree that for the one-year period following the termination of this Agreement these restrictions will only apply to any of IPA's Carriers that the Agent placed accounts with, had direct access to, or was directly appointed with, through IPA during the term of this Agreement.

- 8.2 **Confidential IPA Information.** The Agent will have a copy of this proprietary Independent Insurance Agency Agreement, in addition to other confidential information and data, during the term of this Agreement and will treat this Agreement and its contents and all associated information as confidential and take all necessary and reasonable steps to assure that this information is not disclosed, breached, accessed, or compromised in any way by the Agent, its employees, producers, or third parties to the detriment of IPA. The Agent shall not use, make or sell, for any purpose, any product or service or other item derived from this proprietary Agreement. The Agent acknowledges that the confidentiality of this Agreement is essential to IPA's business and that it would suffer substantial financial damages if the Agent breaches its covenants and obligations contained in this Agreement. The parties agree that this covenant of confidentiality extends beyond the termination of this Agreement.
- 8.3 **Non-Interference.** The Agent agrees that during this Agreement, and for a period of 12 months after its termination, the Agent will not solicit, assist, encourage, or induce any other agent to terminate their Agreement with IPA.
- 8.4 **Injunctive Relief.** The Agent acknowledges that any violation by the Agent of any covenants or promises made in this Agreement relating to a breach of Restriction on IPA's Carriers, Confidential IPA Information, or Non-Interference would result in damages that would be difficult to ascertain and could not be immediately satisfied by money damages. Such actions would cause irreparable injury to IPA's business. Accordingly, the Agent agrees that IPA will be entitled to immediate injunctive relief and all other available remedies for any breach or threatened breach of these provisions.

ARTICLE 9 – DISPUTE RESOLUTION

- 9.1 **Binding Arbitration.** The parties shall settle any dispute arising out of this Agreement by binding arbitration (other than claims for injunctive relief). An award of arbitration may be confirmed in a court of competent jurisdiction.
- 9.2 **Governing Law.** The Agreement shall be deemed to have been executed in the State of Illinois and such state laws will govern this Agreement in all respects without consideration to any conflict of laws principles.
- 9.3 **Venue.** Venue of any proceeding will be placed in the State of Illinois, County of Cook, and all parties waive any objection to venue.
- 9.4 **Bifurcation of Issues.** If any claim or controversy involves a demand for injunctive or other equitable relief, or cross-claim for such relief, and a lawsuit is filed in a court of competent jurisdiction, it is agreed between the parties that the litigation will be bifurcated to the extent feasible, to the end that all issues other than those required to be determined by a court of law will be determined by arbitration as described in this article.

ARTICLE 10 – GENERAL PROVISIONS

10.1 Notices.

10.1.1 Delivery. All notices called for in this Agreement must be in writing, signed by the sending party, and delivered by one of the following methods: (a) personal delivery; (b) email; (c) certified or registered mail, in each case postage prepaid and return receipt requested; or (d) by a nationally recognized overnight courier with all fees prepaid and signature required.

10.1.2 Addresses. For a notice under this Agreement to be valid, it must be addressed to the receiving party at one or more of the addresses listed below for the receiving party or to any other address designated by the receiving party in a notice in accordance with this section 10.1.

If to IPA:

Mailing: Insurance Pro Agencies, 1016 W Jackson Blvd #1022, Chicago, IL 60607

Email: Notices@InsuranceProAgencies.com

If to the Agent:

Mailing: _____

Email: _____

10.2 Agreement Variations. The Agent acknowledges that IPA may make variations to and operate under different versions of this Agreement, and consequently, the rights and obligations of other agencies may differ materially from those of the Agent. Any variance in rights or obligations of one agent has no effect on the rights, obligations, promises, and covenants of the Agent under this Agreement.

10.3 Waiver or Modification. No waiver or modification of any term of this Agreement will be effective unless in writing and signed by the parties. Waiver of any breach will not operate as a waiver of any subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting a subsequent breach.

10.4 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, in whole or in part, for any reason, it will be modified or deleted to make the balance of this Agreement, as modified, valid, legal and enforceable.

10.5 Section Titles. The section titles used in this Agreement are for reference and convenience only and do not explain, modify, interpret, or expand the provisions of this Agreement.

10.6 Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

10.7 Entire Agreement. This Agreement represents the sole and entire agreement between the parties and supersedes all other oral or written agreements between them.

The parties are signing this Agreement on the date stated in the introductory clause.

INSURANCE PRO AGENCIES, INC.

By: _____

By: _____

Dave O'Reilly
Officer / Director of Operations

