

STANDARD TERMS AND CONDITIONS

- Copeland Insurance Group is affiliated with other independent marketing organizations (individually an “**Affiliated Company**” and collectively the “**Affiliated Companies**”) that market certain products and services that have established contractual relationships with several insurance companies (“**Carriers**”) authorizing independent insurance agents to market and sell the Carriers’ products and services (“**Products and Services**”);
- Licensed independent insurance agents may apply for appointment thru Copeland Insurance Group or any of the Affiliated Companies to market the Products and Services thru appointment by the Carriers as independent sales representatives; and
- Agent is an independent contractor who desires to serve as an independent agent for Copeland Insurance Group or one of Copeland Insurance Group’s Affiliated Companies to solicit and sell to consumers the Products and Services.

1. **Agent Responsibilities and Authority**

1.1. **Agent Responsibilities.** During the term of this Agreement, Agent shall, and shall ensure each of its Sub-Agents (as defined in paragraph 1.3 below):

- i. Are responsible for providing and maintaining Agent’s own office or other place of business as well as any and all business expenses incurred in connection with the performance of services pursuant to this Agreement. Business expenses include, without limitation, all travel expenses, entertainment expenses, equipment, office supplies, licensing fees, education fees and brokerage fees;
- ii. Adhere to all requirements as set forth in the contracts with the Carriers, including requirements pertaining to licensing, continuing education, and fees;
- iii. Comply with the procedures, manuals, and policies of Copeland Insurance Group, its affiliates (if any) and the Carriers;
- iv. Attain and maintain an accurate working knowledge of the Products and Services provided by Copeland Insurance Group and to solicit and sell such Products and Services through customer leads provided by Copeland Insurance Group or its affiliates, when requested by Agent, and through such other customer leads as Agent may develop through Agent’s own efforts;
- v. Use Agent’s best efforts to ensure that all Sub-Agents attain and maintain an accurate working knowledge of the Products and Services provided by Copeland Insurance Group and to solicit and sell such Products and Services;
- vi. Complete and promptly file with Copeland Insurance Group all requested reports documenting all sales of Products and Services by Agent, or the Sub-Agents, as well as insurance applications (if requested) and other related matters which are required by Copeland Insurance Group from time to time so that sales by Agent and/or Sub-Agents of the Products and Services can be appropriately recorded and commissions determined;
- vii. Accurately represent premium costs and policy coverage to prospective customers and conduct himself or herself in an ethical and professional manner that reflects well on the reputation and professionalism of Agent, Copeland Insurance Group and the Carriers;
- viii. Promptly alert Copeland Insurance Group if there is any pending or threatened litigation, action, arbitration or legal, administrative, regulatory or other governmental investigation or proceeding (including an allegation of fraud or misrepresentation by another company) that exists against Agent or any of its Sub-Agents that could have a material adverse

effect on Agent's, and Sub-Agent's or Copeland Insurance Group's business, assets, reputation, financial condition or good standing, or on Agent's or any Sub-Agent's licenses or appointments;

- ix. Do not do anything that will damage the business, good name or reputation of Copeland Insurance Group or any of its Affiliated Companies and/or their respective officers, directors, and employees;
- x. Fully comply with all applicable laws related to privacy and data security as more fully detailed in the **Privacy Compliance Appendix** (which may be amended from time to time by Copeland Insurance Group); and
- xi. Fully comply, and ensure that any vendor Agent engages, fully complies with all applicable laws related to any lead acquisition as more fully detailed in the **Lead Acquisition Terms Appendix**.
- xii. Fully comply with the Health Insurance Portability and Accountability Act of 1996, as amended, as more fully detailed in the **Subcontractor Business Associate Appendix**.
- xiii. Respond promptly to requests for information, investigations and questions on behalf of carriers, regulatory agencies including CMS, consumers and policyholders or members, including any audit request pursuant to Section 12.
- xiv. Promptly notify Copeland Insurance Group of any changes to your personal information including: address, telephone number, email address, banking information, and maintain current tax identification information through annual W-9 updates.

1.2. **Agent General Warranties.** Agent represents and warrants that Agent is of the legal age of majority in the state or commonwealth in which Agent resides on the date that Agent signs this Agreement; is properly licensed, otherwise competent to enter into this Agreement, and has the authority to enter into this Agreement. By virtue of entering into this Agreement and consummating the transactions contemplated hereby, or otherwise. Agent is not, and will not, be in breach of, violate, or interfere with, any other contract, agreement, business relationship or obligation which Agent has with any third party, company, agency, association, firm, person, corporation, or other entity. Agent has not engaged, and will not engage, in any business, practice or behavior or take any action which has resulted, or will result, in any violation of any restriction or covenant to which Agent is subject pursuant to any agreement.

1.3. **Recruitment.** Agent is authorized to recruit independent agents, brokers and other acceptable producing representatives for Copeland Insurance Group and Carriers. For purposes hereof, all of the contracted agents, brokers and other acceptable producing representatives and agencies within the production hierarchy of Agent which are duly contracted with and appointed by Carriers are referred to as "**Sub-Agents**". Carriers and Copeland Insurance Group, jointly or individually, reserve the sole discretion and right to approve or disapprove the appointment of any Sub-Agent and to terminate any Sub-Agent for any or no reason. Agent is solely and strictly responsible for the performance, fidelity and honesty of Agent's Sub-Agents, employees and independent contractors, all of whom shall act in accordance with this Agreement. Agent shall be responsible to the Copeland Insurance Group for the supervision of all business entrusted to Sub-Agents or enrollers employed by the Agent, and no such appointee, Sub-Agent or enroller shall have any claim against the Copeland Insurance Group for commissions or otherwise. Copeland Insurance Group may terminate a Sub-Agent without Agent's approval. Agent shall remain jointly and severally liable for any and all actions by any of its Sub-Agents. Upon the termination of this Agreement, Copeland Insurance Group may re-contract or reassign Agent's Sub-Agents. In **any recruitment efforts** by Agent, Agent shall fully comply with the **Social Media Appendix**.

1.4 **Limitation on Authority.** Agent's authority shall not extend beyond the limited authority as set forth in this Agreement. Agent has no authority to act in any manner whatsoever contrary

to the laws and regulations governing the business of insurance. Agent shall not incur nor enter into any agreement or contract, debts or obligations in the name of Copeland Insurance Group or any of its affiliates or obligate Copeland Insurance Group or any of its' affiliates in any manner whatsoever. Agent shall not (i) misrepresent any Carriers' policy terms, conditions, coverages, or exclusions; (ii) promise issuance of coverage, reinstatement of coverage, or any particular result or decision on a claim; (iii) waive or change Carriers' policy terms, rates, rules, or customary requirements, or represent to anyone that you are able to do so; (iv) deliver policies except in accordance with the Carrier's instructions; (v) deliver any policy when Agent or any Sub-Agents know of any fact(s) not disclosed on the application (or which arise after application but before delivery) that could affect a Carrier's coverage or premium rate decisions, including undisclosed facts about the applicant's health condition(s); (vi) collect any premium other than the initial premium unless the applicable Carrier authorizes you to do so; (vii) extend credit to applicants or insureds, pay premiums for applicants or insureds (directly or indirectly), or grant extra time to pay premiums; (viii) accept or incur risks, liabilities, debts, or contractual obligations in Copeland Insurance Group's name or on Copeland Insurance Group's behalf; (ix) interfere with any person's business or contractual relationship with Copeland Insurance Group; (x) outsource or assign any responsibilities under this Agreement without prior approval of Copeland Insurance Group; (xi) start legal actions in Copeland Insurance Group's or any Carrier's name; (xii) endorse checks or any other negotiable instrument payable to or intended for Copeland Insurance Group or (xiii) undertake any act on behalf of Copeland Insurance Group other than expressly authorized herein.

1.5. Expenses. Except as prohibited by law, the following terms shall apply: Agent shall promptly pay, including through offsets against Pending Commissions, all expenses relating to this Agreement, including but not limited to indebtedness to Copeland Insurance Group or any of its affiliates. Agent shall also be obligated to promptly repay Copeland Insurance Group for indebtedness incurred by any of Agent's Sub-Agents including any insurance payments such as E&O required pursuant to Section 4, loss profits or indemnity.

1.6. Copeland Insurance Group Resources. In using any resources provided by Copeland Insurance Group or its affiliates, including, without limitation, any marketing resources, technology resources, sales and other content in any media ("**Resources**"), Agent shall, and shall ensure its Sub-Agents, use the Resources only for the purpose of marketing and selling the Products and Services, and shall comply with all applicable law and instructions from Copeland Insurance Group regarding the use of the Resources. Agent shall, and shall ensure its Sub-Agents, adhere to all terms of use and terms of service pertaining to the Resources.

1.7. Sub-Agent Compliance. Agent shall ensure that Agent and all Sub-Agents comply with any guidelines issued by any Carrier, Copeland Insurance Group or any Affiliated Company, and all applicable regulations or laws.

2. Not An Employee; Independent Contractor Status

2.1. The relationship between Agent and Copeland Insurance Group shall be that of independent contractors, and nothing herein shall be construed to create an employment relationship, a joint venture, or partnership. Agent's relationship with Copeland Insurance Group is separate from the Copeland Insurance Group's relationship with the Carriers. Any requirements or mandates made by the Carriers to Copeland Insurance Group are not imputed to Agent from Copeland Insurance Group. None of the benefits, if any, that Copeland Insurance Group provides to its employees, shall be available to Agent (or Agent's employees, if any). For the purpose of this Agreement, benefits means, without limitation, any employee benefit, pension, profit sharing, savings, retirement, deferred compensation, stock option, phantom stock, restricted stock, or stock purchase, insurance, health, dental, disability, employee welfare benefit, sick pay, workers' compensation coverage, bonus, vacation pay, severance pay, and any other similar plans, programs and agreements, whether or not reduced to writing. Nothing shall be construed to constitute Agent as a partner, employee, or representative of Copeland Insurance Group such that Agent could speak for or on behalf of Copeland Insurance Group. Agent acknowledges that references made by any licensing body, website, social media site and/or any document or form, referencing Agent as an "employee" of Copeland Insurance Group, its affiliates, or the

Carrier is incorrect and does not change Agent's status with Copeland Insurance Group and Agent is an independent contractor pursuant to the terms and conditions of this Agreement. Agent shall conduct and control his/her business activities, manner and means of work, including, but not limited to, work hours, selection of customers, office location and sales methods.

2.2. Agent shall conduct and control any and all of Agent's business activities;

2.3. Agent is free to engage in any other remunerative contract, calling or occupation during the duration of this Agreement, so far as it is not inconsistent with or in conflict with the terms of this Agreement;

2.4. Agent shall procure and maintain any and all insurance coverage and permits of work of every nature and kind required by federal or state law (including, without limitation, applicable workers' compensation coverage). At Copeland Insurance Group's request, the Agent shall provide Copeland Insurance Group certificates of insurance in a reasonably acceptable form to Copeland Insurance Group evidencing that Agent is in compliance with this paragraph;

2.5. Agent shall have no recourse against Copeland Insurance Group or any of its affiliated companies for any losses, damages, claims, costs, or expenses in relation to any occurrence connected with the services provided under this Agreement or the Agent's delivery of the services; and

2.6. Agent shall be responsible for the timely payment of any and all taxes including Federal, State and local taxes and any business license fees arising out of the Agent's activities hereunder.

3. Regulatory Obligations

3.1. **Licensure.** Agent shall and shall ensure it each of its Sub-Agents (i) obtain such professional licenses and Carrier appointments as necessary for Agent and Sub-Agents to sell the Products and Services attempting to be sold, and (ii) remain in good standing with respect to all such professional licenses and Carrier appointments.

3.2. **Compliance with Laws.** Agent shall, and shall ensure it each of its Sub-Agents, (i) comply with all laws and regulations relating to the solicitation and sale of the Products and Services, and (ii) comply with the Medicare Marketing Guidelines to the extent such guidelines are applicable to the Products and Services sold by Agent.

3.3. **Anti-Money Laundering.** Agent shall and shall ensure it and each of its Sub-Agents are in compliance with all applicable anti-money laundering laws, rules, regulations and government guidance including any reporting, recordkeeping or compliance requirements. These include requirements to identify and report currency transactions and suspicious activity, to verify customer identity and to conduct customer due diligence. Agent shall promptly report any suspicious activity to Copeland Insurance Group may, at its discretion, require Agent to complete anti-money laundering training.

3.4. **Anti-Bribery.** Agent shall and shall ensure it and each of its Sub-Agents are also in compliance with all anti-corruption laws, and will not engage in any activity that could be considered bribes or engage in any other unlawful or improper methods of remuneration to any person.

3.5. **Relationships with Healthcare Providers.** Agent shall not, and shall ensure that each of its Sub-Agents do not, enter into any referral arrangements with healthcare providers, pursuant to which any Agent or Sub-Agent receives anything of value from healthcare providers in exchange for the referral of patients to the healthcare provider.

3.6. **Discrimination.** Agent agrees that all insurance premiums must be charged to all consumers on a non-discriminatory basis, without consideration of race, gender, national origin or age.

3.7. **Actual and Potential Violations.** Agent must notify Copeland Insurance Group immediately if Agent or a Sub-Agent receives any communication indicating that Agent or a Sub-Agent is or may be out of compliance with any regulatory, licensure, Carrier requirements, or any of the requirements of this Section 3

4. **Errors and Omissions Insurance.**

Agent shall, and shall ensure it carry, at all times, Errors and Omissions liability insurance policy with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and an aggregate amount of \$3,000,000 or such other higher amount as Carriers may require. Agent shall ensure each of its Sub-Agents, obtain and keep in effect, at all times, errors and omission insurance coverage in the minimum amount of (\$1,000,000) per occurrence and an aggregate amount of \$1,000,000 or such other higher amount as Carriers may require. The cost and expense of the Sub-Agents liability insurance policy shall be the sole responsibility of each Sub-Agents. Each such policy shall name Copeland Insurance Group as an additional insured. Agent or any of its Sub-Agents shall be solely responsible for obtaining any additional errors and omissions insurance policies as may be required by any carrier on behalf of which Agent or Sub-Agent is soliciting and/or selling insurance policies pursuant to the Carriers business relationship with Copeland Insurance Group set forth herein. In the event Agent or Sub-Agent shall be required to obtain such additional errors and omissions insurance coverage, it shall be at the Agent's or the Sub-Agent's sole cost and expense. Agent will notify Copeland Insurance Group in writing immediately if any coverage required under his Section is terminated or suspended.

5. **Background Checks.**

5.1. Agent represents and warrants that Agent is not and will continue to not be on any exclusion list provided by the Office of the Inspector General, the General Services Administration and any similar state or territory agency or regulatory body.

5.2. Agent acknowledges that the business of insurance is subject to the Violent Crime Control and Law Enforcement Act of 1994 (18 U.S.C. § 1033) ("**VCCLEA**"). In accordance with the VCCLEA, Agent shall not assign or permit any individual, whether an employee of Agent or any of its Sub-Agents, to perform services for Copeland Insurance Group or any of the Carriers under this Agreement who has ever been convicted of a felony involving dishonesty or a breach of trust. However, an exception is if the individual has obtained the prior written consent of all relevant Governmental Authorities to engage in the business of insurance.

5.3. Agent shall not knowingly or willfully permit any employee, contractor or subcontractor who engages in activities contrary to the VCCLEA provide any services under this Agreement. Agent shall take reasonable steps to determine if any employees, contractors or subcontractors have ever been convicted of any criminal felony involving dishonesty or breach of trust or a violation of the VCCLEA. Further, Agent shall promptly notify Copeland Insurance Group, in writing, of any employee, contractor or subcontractor who, after the Effective Date of this Agreement, is convicted of a criminal felony involving dishonesty or breach of trust or violation of the VCCLEA.

5.4. Agent agrees that Copeland Insurance Group shall have the right to run any credit, employment and other financial and background investigations on the Agent at any time as Copeland Insurance Group deems useful, whether such investigation is conducted by Copeland Insurance Group or by an outside service or third party. The Agent shall provide any necessary consents to such investigations. Agent additionally consents to the disclosure by any person or entity to Copeland Insurance Group or its designee, of any financial, background and employment information conducted by Copeland Insurance Group or by an outside service or third party. Agent further consents to the disclosure by Copeland Insurance Group of such information to any Carrier to which Agent desires to get appointed.

6. **Compensation; Expenses and Taxes; Deductions.**

6.1. **Compensation.** Agent is compensated under this Agreement only from the sale or referral of the Products and Services offered thru Copeland Insurance Group or any of Copeland Insurance Group's Affiliated Companies by Agent or any of Agent's Sub-Agents. Such compensation shall be set in policies and schedules issued by Copeland Insurance Group or any of Copeland Insurance Group's Affiliated Companies to Agent which are subject to change from time to time in the sole discretion of Copeland Insurance Group or the applicable Carrier and are fully incorporated by reference into this Agreement. All commission is subject to any offset or other deduction described in this Agreement, including, but not limited to, the offset for indebtedness described in Section 7.

6.2. **Commission Earned.** Commission is not considered earned by Agent and will not be due and payable by Copeland Insurance Group or any of Copeland Insurance Group's Affiliated Companies except only if: (a) Agent is in full compliance with all provisions of this Agreement, including Sections 3 and 4, (b) either Copeland Insurance Group or the applicable Affiliated Company has received full payment without any deduction for commissions from the applicable Carriers on the commissionable sales and the Agent has not been paid a commission by the carrier, and (c) the calculation of the commission due to Agent has been completed. All payments to Agent are contingent on the full payment from the applicable Carrier. Any timing of a commission payment to an Agent, including whether such payment is "as earned" or payable in advanced shall be set at the sole discretion of Copeland Insurance Group and the applicable Carrier and may be changed at any time in their sole discretion. Should Copeland Insurance Group or the applicable Affiliated Company receive a payment from a Carrier that is less than anticipated for the commissionable sales, Copeland Insurance Group may proportionally reduce the commission payable to Agent on a pro-rata basis.

6.3 **Commission Vesting.** Generally, commissions payable shall vest as specified by the applicable Carrier. The Company may set forth additional vesting set forth in schedules issued by Copeland Insurance Group or an Affiliated Company. Notwithstanding anything to the contrary in this Agreement, if Agent's commission are vested but this Agreement is terminated by Copeland Insurance Group "for cause" pursuant to Section 8.3, Agent forfeits any right to receive any commissions post-termination unless prohibited by applicable law.

6.4. **Commissions Payable by Copeland Insurance Group.** This Section 6 shall be effective to the extent that any commissions are payable to Agent by Copeland Insurance Group or any Affiliated Company. All commissions payable by Company to Agent hereunder are dependent upon payments made by the Carriers directly or through another entity. Copeland Insurance Group is not a guarantor of the payment of any particular amount of commissions to Agent, but rather is responsible only for paying to Agent the correct amount of commissions due to Agent from those monies actually received by Copeland Insurance Group or an Affiliated Company from Carriers. Copeland Insurance Group shall have no responsibility to account to Agent for any amount of commissions that are the subject of any dispute between Agent and the Carriers regarding the amount of commissions due and payable to Agent, nor to intervene in, mediate and/or resolve any such dispute concerning the same.

6.5. **Carrier Payment of Commissions to Copeland Insurance Group.** Agent hereby directs and authorizes any Carrier to pay any and all commissions, or other compensation, if any, related to or arising out of the Products and Services sold by Agent hereunder directly to Copeland Insurance Group. Agent hereby waives any and all right, title and interest in and to such commissions or other compensation due from such Carriers. Agent further acknowledges that any commissions or other compensation attributable to the Products and Services shall be determined and paid by Copeland Insurance Group to Agent pursuant to this Agreement. The amount, rate, timing, payment, determination of when a commission is earned and payable, forfeiture, and other aspects of such commissions shall be determined solely by Copeland Insurance Group or the Carriers. However, Copeland Insurance Group shall provide Agent with reasonable notice of pertinent information regarding such commissions and the processes and procedures by which Agent may earn and receive such commissions.

6.6. **Assignment of Commissions.** In furtherance of the foregoing, with respect to each and all of the Products and Services sold by Agent during the term of this Agreement, Agent irrevocably assigns to Copeland Insurance Group any and all first year and renewal commissions hereafter to become due to Agent. Agent agrees to execute and deliver to Copeland Insurance Group such further documents and instruments necessary or desirable, in Copeland Insurance Group's sole and absolute discretion, to evidence or effectuate the foregoing irrevocable assignment of commissions by Agent to Copeland Insurance Group.

6.7. **Deductions for Fines, Penalties, and Compliance Costs Resulting from Action or Inaction by Agent or Sub-Agents.** Agent acknowledges and agrees that Agent is responsible for any and all costs, including any costs of investigation and legal expenses, incurred by Copeland Insurance Group resulting from Agent's or any Sub-Agent's action or inaction and the Copeland Insurance Group incurring additional or costs in the correction of such compliance violation as well as any and all regulatory fines or penalties imposed upon the Copeland Insurance Group as a result of the actions of Agent or any of its Sub-Agents. Agent shall reimburse Copeland Insurance Group for the full amount of the additional fine, penalties or costs incurred by Copeland Insurance Group immediately upon notice from Copeland Insurance Group may deduct the full amount of such costs from amounts otherwise owed by Copeland Insurance Group or one of its Affiliates to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision. This provision shall survive termination of the Agreement.

6.8. **Regulatory Changes.** Should there be any change in applicable law or regulation that impacts the amount of any commissions payable to Agent, Agent's commissions shall be reduced accordingly. If any such change impacts any commission previously paid to Agent, Agent shall promptly repay the portion of any previously paid commission impacted by such change.

7. **Indebtedness.** Agent agrees to fully promptly pay any indebtedness, including any chargebacks, that it or any of its Sub-Agents owe to Copeland Insurance Group or any Carrier as more described in the **Indebtedness Appendix** to this Agreement. Agent understands that Copeland Insurance Group may offset any commissions due to Agent from any indebtedness or chargebacks owed to Copeland Insurance Group or any Affiliated Company.

8. Term and Termination

8.1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated pursuant to its terms.

8.2. **Termination Without Cause.** This Agreement may be terminated by either Party upon thirty (30) days' written notice to the other Party.

8.3. **Termination for Cause.** Copeland Insurance Group, in its sole discretion, may terminate this Agreement "for cause" immediately upon Agent's breach of this Agreement.

8.4. **Carrier Release.** Agent agrees and understands that upon termination of this Agreement, any release from any carrier to permit Agent to serve as an agent for another upline agency that requires Copeland Insurance Group's consent shall only be granted at the sole discretion of Copeland Insurance Group. Should Copeland Insurance Group, in its sole discretion, grant such release, Agent agrees to enter into Copeland Insurance Group's standard release agreement.

8.5. **Post-Termination Obligations.**

8.5.1. Upon termination of this Agreement, regardless of the cause, Agent shall: (i) immediately deliver to Copeland Insurance Group all Resources and all other property of Copeland Insurance Group; (ii) immediately cease holding itself out as being affiliated with Copeland Insurance Group, including through use of email, logos, and Company Name's name; and (iii) return to Copeland Insurance Group all of Company Name's Confidential Information, and delete such information from its books and records and computer systems, except as required by law.

8.5.2. If this Agreement is terminated by Copeland Insurance Group or Agent for any reason, and Agent's outstanding indebtedness exceeds the amount of any pending commissions owed, if any, as of termination, Agent must promptly repay Copeland Insurance Group the outstanding indebtedness. Copeland Insurance Group maintains the right to exercise any and all legal rights and remedies available to it to collect any outstanding indebtedness, including but not limited to, referring such balances to a collection agency and arbitration and Agent shall be responsible for all of Copeland Insurance Group's costs incurred, including reasonable attorney's fees, in such collection efforts.

8.6. Survival. The parties' rights and obligations that by their nature are intended to survive this Agreement will survive expiration or termination of this Agreement, including the following sections: 6.7 (Deductions for Fines, Penalties, and Compliance Costs Resulting from Action or Inaction by Agent or Sub-Agents), 8.4 (Post-Termination Obligations), 10 (Confidentiality), 11 (Policy Replacement; Non-Solicitation), 13 (Indemnification), 14 (Limitation of Liability), 15 (Miscellaneous), as applicable.

9. Intellectual Property

9.1. **Intellectual Property Rights.** Agents agrees that all marketing and promotional materials, advertisements, circulars, brochures or similar material, rate and benefit schedules, contracts, records files, software, manuals, forms, and other materials and information furnished by Copeland Insurance Group, whether furnished in paper forms, electronic format or through the Internet, is and shall remain confidential and proprietary to either Copeland Insurance Group or the applicable Carrier. Agent agrees that such proprietary and confidential information shall only be used by Agent in connection with performance under this Agreement and only in the manner provided by this Agreement. Agent shall not use any of Copeland Insurance Group's proprietary and confidential information to compete with Copeland Insurance Group, or to assist any competitor of Copeland Insurance Group to compete with Copeland Insurance Group, during the term of this Agreement or at any time thereafter.

9.2. **Copeland Insurance Group Trademarks.** Agent shall and shall ensure that all of its Sub-Agents shall not use the other Copeland Insurance Group's or any of its affiliates trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless Copeland Insurance Group has given its prior written consent for such use, which consent Copeland Insurance Group may grant or withhold in its sole and absolute discretion. Should Copeland Insurance Group grant such prior written consent, Agent shall only have a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the specific item identified in such consent and use shall be limited to the manner set forth in the **Use of Trademarks Appendix**. Agent shall not, in connection with any personal entity or activity, joint venture, partnership or corporation, appropriate or use Copeland Insurance Group's or any of its affiliates service mark(s) or trademark(s), name(s) or any phrase, designation, or label, including the term "Copeland Insurance Group" or other similar designations or derivatives whether separately, or in

10. Confidentiality

10.1. **Confidential Information.** In the course of this Agreement with Copeland Insurance Group, Agent will have access to confidential and proprietary information of Copeland Insurance Group and/or its affiliates, including, without limitation, (i) the methods and systems used in soliciting, selling and providing Products and Services; (ii) the names, addresses, telephone numbers, profiles and other information regarding past, current, or prospective customer leads of Copeland Insurance Group and its affiliates and of the Carriers; (iii) information regarding the policies, and Products and Services; (iv) policies, procedures, training information and techniques, commission structures, financial data, sales and marketing information; and (v) information concerning Copeland Insurance Group's business relationship with the Carriers and its business relationship with other persons, firms, corporations and other entities (individually and collectively referred to in this Agreement as "**Confidential Information**"). For purposes of this Agreement, Confidential Information shall be defined in its

broadest possible terms as set forth above, specifically including, but not limited to, all information of Copeland Insurance Group (including affiliate and predecessor entities), the unauthorized disclosure of which could be detrimental to the interest of Copeland Insurance Group.

10.2. **Non-Disclosure.** Agent may use Confidential Information solely to perform its Responsibilities hereunder. Agent shall not at any time or in any manner, directly or indirectly, divulge, disclose or communicate any Confidential Information to any person, firm, corporation or other entity for any reason except the direct performance of its Responsibilities without the prior express written consent of Copeland Insurance Group, unless such information: (i) is in the public domain through no wrongful act of Agent; (ii) has been rightfully received from a third party without restriction and without breach of this Agreement; or (iii) except as may be required by law.

10.3. **Ownership of Confidential Information.** All Confidential Information developed, created or maintained by Agent, alone or with others while contracting as an independent contractor with Copeland Insurance Group, and all Confidential Information maintained by Agent thereafter, and any and all Copeland Insurance Group property which Agent obtained from the Copeland Insurance Group during the term of this Agreement shall remain at all times the exclusive property of Copeland Insurance Group, including, without limitation, lists and information regarding customer and agent leads, Agent handbooks and other policies. Agent shall return to Copeland Insurance Group all such property and Confidential Information, and reproductions thereof, that are in his or her possession immediately upon request and in any event upon the expiration or termination of this Agreement. Agent agrees that Agent will not in any manner use the Confidential Information or any of Copeland Insurance Group's property against the best interests of Copeland Insurance Group at any time.

11. Policy Replacement; Non-Solicitation.

11.1. **Policy Replacement Prohibited.** During the term of this Agreement, Agent and the Sub-Agents shall not directly or indirectly contact, solicit, communicate or meet with any of the policyholders for the purpose of replacing policies with a policy from a carrier other than the Carriers or with a policy not written under Copeland Insurance Group's hierarchy.

11.2. **Non-Solicitation of Policyholders.** Agent agrees that for a period of two (2) years following the termination of this Agreement, Agent and its Sub-Agents shall not directly or indirectly contact, solicit, communicate or meet with any of the policyholders for the purpose of servicing, rewriting, canceling, lapsing or replacing policies, and Agent and its Sub-Agents shall not rewrite, cancel, lapse or replace any policy.

11.3. **Non-Recruitment.** Except as prohibited by law, during the period that Agent is an Agent of Copeland Insurance Group or any of its affiliates and for a period of two (2) years following the termination of this Agreement for any reason, Agent shall not, either individually or in partnership or jointly or in conjunction with any other person or entity, as principal, agent, consultant, contractor, employer, employee or in any other manner, directly or indirectly, solicit, induce or entice away or in any other manner persuade or attempt to persuade any individual who is a current agent of Copeland Insurance Group or any of its affiliates and with whom the Agent had business contact with on behalf of Copeland Insurance Group or its affiliated or related entities, to terminate or alter such individual's agent relationship with Copeland Insurance Group to join a competing organization. This non-recruitment restriction is limited and only applies with respect to any recruitment of an agent that resided in or engaged in business activities in the geographic area within fifty (50) miles of Agent's office(s) during the twelve (12) month period preceding the solicitation.

11.4. Failure to comply with any of the provisions of this Section will result in forfeiture of any and all commissions from Copeland Insurance Group and entitle Copeland Insurance Group to indemnification pursuant to Section 13.

12. Audit

The accounts and records of the Agent shall be subject to audit and inspection by Copeland Insurance Group, any applicable carrier or their respective duly authorized representative at all times, including but not limited to a period of ninety (90) days after termination of this Agreement. Copeland Insurance Group may, at any time, make copies of or extracts from such accounts and records as it may deem necessary.

13. Indemnification

Agent agrees to indemnify and hold harmless, Copeland Insurance Group, its affiliates, and its respective officers, directors, agents and employees from any and all Indemnified Losses which are incurred, sustained, or suffered because of, arising out of or as a result of (i) any acts or omissions relating to Agent's performance under this Agreement, (ii) the acts or omissions of any Sub-Agent or anyone directly or indirectly engaged by Agent in connection with this Agreement, or (iii) any breach of Agent's obligations and representations under this Agreement. The term "**Indemnified Losses**" means all liability, claims, demands, obligations, assessments, loss, cost, damage and expense, of any nature, contingent or otherwise, including, without limitation, any and all judgments, decrees, equitable relief, extraordinary relief, settlements, awards, attorney's fees, court costs, punitive damages, and arbitration costs, including arbitrators' fees. Copeland Insurance Group shall be entitled to use counsel of its own choosing, shall be entitled to determine the validity of the Indemnified Loss, and shall not be required to notify Agent of the existence or progress of any claims or Indemnified Loss as a condition precedent to requiring payment by Agent to the indemnified Party for an Indemnified Loss. To secure Agent's promise of indemnification, Agent assigns to Copeland Insurance Group and agrees to execute any additional instruments or documents necessary to perfect a continuing security interest to Copeland Insurance Group in all commissions or advances otherwise payable to Agent by Copeland Insurance Group, to the extent necessary to satisfy Copeland Insurance Group for any such Indemnified Losses. This assignment is given to Copeland Insurance Group to secure Agent's obligations as set forth in this Agreement. Copeland Insurance Group therefore has the right to withhold commissions relating to this indemnity.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, IN NO EVENT WILL Copeland Insurance Group's AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH OR UNDER THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY) EXCEED THE COMPENSATION PAID BY Copeland Insurance Group TO AGENT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

15. Miscellaneous

15.1 Communications from Copeland Insurance Group Agent consents to communications from Copeland Insurance Group and its affiliates pertaining to Agent's obligations hereunder, including via email, texting, calls, recorded messages, and autodialer. Agent may opt out of communications at any time by submitting a written request to opt out to Copeland Insurance Group.

15.2. Photos. Agent irrevocably consents to and forever authorizes the use by Copeland Insurance Group or anyone authorized by Copeland Insurance Group, its legal representatives or assigns, the absolute and unqualified right to use all photographs in which the Agent has appeared for Copeland Insurance Group and any of its affiliates and reproductions thereof, in which the Agent has been included in whole or part, made through any media without inspection or approval of the finished product or use to which it may be applied, in any manner Copeland Insurance Group may desire, factually or fictionally, including the right to make adaptations of said material of every and any kind and character. For such purpose, Copeland Insurance Group may obtain copyright in all countries on such use by Copeland Insurance Group of such material in any form and upon any and all adaptations thereof to renew such copyrights. The Agent releases and discharges Copeland Insurance Group, its affiliates, their assigns, agents, or licensees from any and all claims and demands that the Agent may have, which arise out of or in connection with the use of such photographs or reproductions, including but not limited to, any and all claims of libel, slander, and invasion of privacy.

15.3. Dispute Resolution.

15.3.1. Mandatory Mediation. Except as otherwise provided in this Agreement, all claims, disputes, and controversies arising out of or in any manner relating to this Agreement, or any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereof, including but not limited to occurrence hereof (in each case, "Dispute"), shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration, and any suit, action or arbitration shall be barred unless mediation has been attempted in good faith. If there is a Dispute, the Party claiming the existence of a dispute must make written demand for mediation prior to instituting a lawsuit, action or arbitration proceeding. The mediation shall be conducted in Dallas County, Texas. Each Party shall bear its own expenses incurred as a result of submitting the matter to mediation with the expense of the mediator borne equally by the Parties. The mediator shall be chosen by the joint agreement of Copeland Insurance Group and Agent. In the event an agreement cannot be reached with respect to a mediator, either Party may request that Judicial Arbitration and Mediation services, Inc. ("JAMS") or its successor appoint a mediator. Selection of the mediator by JAMS shall be binding.

15.3.2. Mandatory Binding Arbitration. Should mediation be unsuccessful, it is agreed that the Dispute shall be submitted to binding, non-appealable arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in force at the time the demand is filed, unless the Parties mutually agree otherwise. Either Party may within sixty (60) days from the date of such unsuccessful mediation or one (1) year from the date of the alleged occurrence resulting in the Dispute, whichever is later, make a demand for arbitration by filing a demand in writing with the other Party and serving the same by depositing it in the U.S. Mail, certified mail, return receipt requested. Each of the Parties shall choose, within sixty (60) days after demand for arbitration is made, its arbitrator and the two appointed arbitrators shall choose a third arbitrator possessing the same qualifications. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Dallas County, Texas. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators. The decision of any two arbitrators with respect to a Dispute shall be binding and conclusive and non-appealable and shall be submitted to the court for confirmation with the same effect as a judgment. Each of the Parties hereby irrevocably waives punitive, exemplary, consequential and other non-compensatory damages in connection with any arbitration award with respect to any dispute.

15.4. Assignment. This Agreement is a continuing obligation and shall be binding upon the Parties and their respective heirs, successors, transferees and assigns, and shall inure to the benefit of and be enforceable by the Parties and their respective heirs, successors, transferees and assigns. Agent may not, without the express prior written consent of Copeland Insurance Group, assign any of its rights or responsibilities hereunder. No assignment of commissions payable by Copeland Insurance Group to Agent other than as provided herein shall be valid unless authorized by Copeland Insurance Group in advance in writing, and Copeland Insurance Group shall at all times have a superior, continuing security interest in all commissions prior to the rights of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Agent or its Sub-Agents to Copeland Insurance Group then existing or thereafter accruing. Copeland Insurance Group may assign its rights hereunder to a third-party, including but not limited to any lender, without notice to or consent of Agent.

15.5. Applicable Law and Venue. The Parties acknowledge that significant aspects of performance of this Agreement will occur in the State of Texas, and that the provisions of this Agreement shall be governed by the laws of the State of Texas without regard to Texas conflict of laws. Exclusive venue with respect to all matters hereunder shall be Dallas County, Texas.

15.6. Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

15.7. **Not a Franchise.** This Agreement is not intended to be a franchise agreement and does not create a franchise relationship between Copeland Insurance Group and Agent. If any provision of this Agreement is deemed to create a franchise between the parties, then that specific provision shall be deemed void and unenforceable and shall not impact the validity of any of the other provisions of this Agreement.

15.8. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

15.9. **Remedies Not Exclusive.** Unless expressly stated to be exclusive, the remedies provided in this Agreement are not exclusive.

15.10. **Notices.** Notices to either Party shall be given by certified or overnight mail and shall be deemed received on the day of delivery if delivered during normal business hours, or the next following business day if delivered after normal business hours. Delivery of all notices shall be made to the following persons at the respective addresses of the Parties as set forth on the signature page.

15.11. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

15.12. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all prior agreements between the Parties. Copeland Insurance Group shall have the right to modify, amend, or supplement this Agreement, any Appendix or any exhibit hereto unilaterally and without the consent of Agent by either written notice from Company or by posting the updated version on its website and shall take immediate effect unless such modification, amendment, or supplement is required by state law, federal law, or CMS regulations or sub-regulatory guidance to take effect on an earlier date.

15.13. **Order of Precedence.** In the event of a conflict between provisions or documents that comprise this Agreement, the order of precedence is as follows: (a) Appendixes and (b) the terms and conditions of this Agreement that precede all exhibits, attachments, addenda and schedules hereto; and (b) Appendixes.

15.14. **Force Majeure.** Neither Party shall be liable to the other for any delay in the performance of its obligations hereunder that is unavoidable with reasonable diligence, which occurs without its fault or negligence, and which is caused by an event or third-party not within its reasonable control. The Party so delayed in performance shall promptly notify the other Party of the delay and its expected duration and use commercially reasonable efforts to minimize such delay.

15.15. **Electronic Signatures and Delivery.** The parties agree that signatures to this Agreement may be electronic and that final executed documents may be delivered by e-mail or facsimile. Each party waives any claim that an electronic signature or electronic delivery is not effective. This Agreement may be executed in any number of counterparts and by different parties to each counterpart, all of which counterparts taken together will constitute one and the same instrument.