



Agent Agreement

This Agent Agreement, together with the other attachments thereto (the "Agreement") by and between (_____ NPN _____) and the undersigned insurance agency companies (hereinafter "Company"). The term Company as defined as used in this Agreement includes **2easy insurance LLC**. In consideration of the mutual agreements contained herein and intending to be legally binding, Company and Agent agree as follows:

SECTION 1 – DESIGNATION AND AUTHORITY

- 1.1. Appointment. Subject to the terms of this Agreement, Company hereby appoints Agent to solicit, at Agent's own expense, new and renewal applications for insurance or other benefit plan contracts sold through Company ("Policy or Policies"). The agency relationship established by this Agreement is nonexclusive and Company retains the right to designate other agents in the same territory as Agent. Agent shall solicit applications for Policies only in those states where Agent is licensed and appointed by Company and only for those products which are approved by Company for sales in the state of solicitation. Agent hereby accepts the appointment and agrees to use its best efforts to solicit application for Policies in accordance with this Agreement.
- 1.2. Authority. Agent shall have no authority to act as an agent of Company, other than the authority expressly granted in this Agreement; no forbearance or neglect on the part of either Agent or Company shall be construed to waive any of the terms of this Agreement or to imply the existence of any authority not expressly given in this Agreement.

Agent is not authorized to:

- (a) issue any Policy or alter, amend, waiver or extend any rates, conditions, or provisions thereof.
- (b) waive or extend the time of payment of any premium or any other moneys due for any Policy.
- (c) waive any breach, violation, or misrepresentation on the part of any subscriber, or policyholder, or proposed subscriber or proposed policyholder, or any rights or remedies of Company.
- (d) enter any contract or incur any expense, debt, liability, or obligation of any character involving Company except as expressly provided herein.
- (e) represent itself to be, or act or hold itself out as, a spokesperson for Company in any proceeding before, or inquiry by, any court or governmental or regulatory authority.
- (f) make any promise or representation to any subscriber or policyholder in connection with payment of any claim; or
- (g) do any other act not expressly authorized by this Agreement.

SECTION 2 – RESPONSIBILITIES OF AGENT

2.1 Licensing. Agent shall be duly licensed under the laws of the state or states in which it acts as an insurance agent and agrees to keep the license(s) in full force and effect during the term of this Agreement and to notify Company immediately of any termination, qualification, suspension, or expiration of such license. Agent shall

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maintain in good standing, at no cost to Company, all licenses required by all applicable statutes and regulations. Agent shall provide a copy of current license(s) to Company. Upon Agent's loss of or failure to procure and maintain any of its licenses as may be required by law, this Agreement shall terminate for cause pursuant to the provisions set forth in Section 8.2.

2.2 Company Policies and Procedures. Agent will comply with all applicable Company policies and procedures as may be issued from time to time. Agent may not waive any provisions of such policies and procedures without Company's express prior written authorization. Specifically, but without limitation, Agent shall:

- (a) comply with any applicable rules and regulations regarding the replacement of Policies, including the preparation of appropriate replacement forms, delivery of them to applicants and the provision of notices and other required forms and information to Company.
- (b) promptly transmit to Company, or to such person designated by Company, applications received, together with any initial premium payment or prepayment of expenses collected with respect to such applications; and,
- (c) promptly deliver to the purchaser or contract holder all Policies or certificates issued by the Company transmitted by the Company to Agent for delivery.

2.3 Applications. Agent agrees that Agent shall review each application for completeness and that Agent shall fully inform each applicant that he/ she shall not be accepted for coverage until and unless the application is approved by Company and the applicant receives a written notice from Company setting forth the terms of the coverage. Agent agrees that Agent will not submit to Company any information that Agent knows or should reasonably know to be false or misleading.

2.4 Adverse Effect. Agent shall not conduct its business in such a manner as to adversely affect the business, good standing, or reputation of Company.

2.5 Receipt of Funds. Agent shall not receive any funds due to Company, except that Agent may collect the initial month's premium from an applicant by a check made payable to Company. Agent shall hold all such payments in a fiduciary capacity and shall hold and transmit such funds to Company.

2.6 Relationship of the Parties. No provision of this Agreement is intended to create nor shall be deemed or construed to create any relationship between Company and Agent, other than that of independent contractors. Agent recognizes its responsibility and obligation to timely and properly file all tax returns and pay all self-employment and income taxes. Agent acknowledges and agrees that, as an independent contractor, it is not covered for unemployment and workers' compensation insurance by Company. Agent agrees to be responsible for their own expenses associated with travel, entertainment, meals, and supplies.

2.7 Errors and Omissions Insurance. Agent shall maintain during the term of this Agreement, errors, and omissions insurance in the amount of \$500,000 per occurrence and shall provide proof to Company at time of appointment and each year following at time of renewal. Agent shall immediately give written notice to Company of any change or termination of such coverage.

2.8 Reporting. Agent shall promptly prepare and transmit to Company, in format acceptable to Company, reports Company may reasonably require from time to time, including reports of all information necessary for Company to comply with all applicable laws, rules, regulations, rulings and policies and guidelines or to manage its business.



2.9 Audits. Company reserves the right to inspect and review the records of Agent. Company may conduct audits of Agent from time to time with advance notice. Agent agrees to use its best efforts to fully cooperate with Company, in the event that Company is audited by federal, state or local government authorities.

2.10 Policy Cancellation. Agent shall not cancel any Policy issued by the Company.

2.11 Complaints, Legal Actions, Regulatory Inquiries. Agent will immediately notify Company of any complaint against Agent or Company arising from performance, or lack thereof, of this Agreement. Agent will, upon receipt of any summons, complaint, or notice of suit, forward such notice to Company by express or overnight mail. Agent will, upon receipt of any inquiry from an insurance department or other regulatory body with respect to activity under this Agreement, forward such inquiry to Company by express or overnight mail.

SECTION 3 – COMPENSATION

3.1 Compensation. Subject to the terms and conditions of this Agreement and the attachments, Company shall pay compensation when premiums are due and paid to Company on Policies issued by Company on applications submitted by Agent. Compensation shall not be paid on fees collected including billing fees, late fees, reinstatement fees or other fees charged by Company periodically.

3.2 Changes to Compensation. At any time, Company determines that it is necessary to change the rate of compensation for policies written under this Agreement, Company shall give Agent written notice of such change. Any change in rate of first year and renewal commissions (excluding additions or revisions to policies that result in payment of new or additional commissions) shall not affect policies issued on applications dated prior to the Effective Date of such notice.

3.3 Refunds. Agent shall refund to Company any compensation on canceled or rescinded coverage, including policies returned during any applicable “right to examine” period, and on reductions or refunds in premiums at the same rate at which such compensation was originally paid to Agent. All such refunds shall be paid to Company no later than sixty (60) days after request for payment is made by Company. Company may offset such amounts against future compensation owed to Agent by Company.

3.4 Limitations on Payment. Compensation shall be payable as follows:

(a) Compensation shall be payable if the policyholder maintains a Policy with Company and Agent remains the “Agent of Record” as recognized by the policyholder and Company.

(b) If this Agreement is terminated pursuant to Section 8.2(a), any compensation that has been processed through the commission system as of the date of termination shall be paid to Agent or the executor or administrator of Agent’s estate.

(c) If this Agreement is terminated pursuant to Section 8.2(b), any compensation due and payable to Agent on the date of termination or thereafter shall be paid to the trustee in bankruptcy or to the receiver. No compensation shall be payable after the date of termination.

(d) If this Agreement is terminated pursuant to Sections 8.2(e), 8.2(f), or 8.2(j), the Agent’s right to any compensation due and payable from Company shall immediately terminate and the Company’s obligation of payment of compensation to Agent shall cease.



(e) Agent shall not assign, transfer, promise or pay all or any portion of any compensation, or make or promise any payment in respect thereof, to any person who is not an employee of Agent.

(f) In the event that an error is made in the calculation and/or payment of compensation under this Agreement, the parties agree that the correction of the error requiring payments to Agent or recovery of payments from Agent shall be made retroactively for a maximum of twelve (12) months from the date the error was discovered by Company. This section shall not limit in any way Company's right to collect any indebtedness of Agent to Company, through offset of compensation or otherwise, for reasons other than an error in calculations of payments.

SECTION 4 – RIGHTS RESERVED TO COMPANY

Company reserves the right, in its sole discretion, to do the following:

- 4.1 Reject Applications. Reject all applications submitted by Agent, in a manner consistent with applicable state and federal law.
- 4.2 Cancel or Discontinue Policy. Cancel or non-renew any Policy, consistent with applicable state or federal law, by giving the policyholder written notice thereof. Company shall have the right to discontinue offering certain Policies and/or products at its sole discretion.
- 4.3 Filings. Make all Policy and/or product, marketing, and rate filings with the applicable department of insurance or regulatory agency, at Company's expense.
- 4.4 Recognition and Appointment. Refuse to appoint any Agent or refuse to recognize an Agent of Record letter from anyone for any reason.

SECTION 5 – INDEBTEDNESS

- 5.1 Indebtedness. Any advance, loan or extension of credit, debt, liability, or other obligation of any kind, which Agent secures from Company shall constitute an indebtedness of Agent to Company.
- 5.2 Lien. Any indebtedness of Agent to Company is due and payable on demand and shall create a first lien on all compensation paid or payable from Company in the future to Agent to secure such indebtedness. Any such indebtedness not fully paid when due shall vest Company with the authority and power to offset such indebtedness against compensation due Agent and seek all legal and equitable remedies against Agent. Agent shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by Company in connection with the recovery from Agent for any indebtedness.

SECTION 6 – ADVERTISING, POLICY FORMS AND SERVICE MARKS

- 6.1 Materials. Company shall supply promotional materials, applications and all Policy forms and rates to be used in connection with this Agreement. Agent agrees to use only those materials, applications, forms, and rates provided by Company. Agent shall not alter, modify, or amend any promotional materials, applications, Policy forms or rates provided by Company. Agent shall not publish, distribute, or circulate advertising of any character on behalf of Company or Agent (if it involves Company products) without prior written consent of Company. The term "advertising" shall include all forms of communication including, but not limited to print, radio, television, billboards, direct mail, booklets, leaflets, business cards and stationery.

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6.2 Service Marks. Each party agrees that it will not, without the prior written consent of the other in each instance:

- (a) use in advertising, publicity, or otherwise the name of the other party, or any affiliate or subsidiary of the other, or any partner or employee of the other, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the other or its affiliates or subsidiaries,
- (b) represent, directly or indirectly, that any product of any service provided by such party has been approved or endorsed by the other party.

SECTION 7 – ASSIGNMENT

This Agreement will require that performance of personal services be provided by Agent and shall not be assigned or delegated by Agent without prior written consent of Company. Any assignment of rights or delegation of duties in violation of this section shall be void.

SECTION 8 – TERMINATION

8.1 Without Cause. Except as otherwise provided, either party hereto may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party.

8.2 For Cause. This Agreement may be terminated by Company for cause without giving prior notice to Agent for any of the following occurrences:

- (a) If Agent is a natural person, the death of Agent.
- (b) Commencement of bankruptcy proceedings by Agent, adjudication of bankruptcy, or assignment for the benefits of creditors by Agent without the prior written consent of Company, or if a receiver is appointed for Agent.
- (c) Willful misconduct or gross negligence on the part of the Agent or an intentional material breach of any of the terms of this Agreement.
- (d) Revocation, suspension, or expiration of an Agent's license by any applicable state department of insurance.
- (e) Withholding, converting, or misappropriating any monies, Policies, receipts, or property belonging to Company, or policyholder or an applicant of insurance.
- (f) Commission of a fraudulent, illegal, deceitful, or dishonest act as determined by Company, including, but not limited to, failing to provide truthful, accurate and relevant medical information obtained with respect to an applicant for insurance.
- (g) If Agent is a corporation, the dissolution, sale, transfer, merger, consolidation, or other transfer of control of Agent, without the prior written consent of Company.
- (h) Commission of any act in the conduct of its insurance business that adversely affects Company's business or reputation, as determined by Company in its sole discretion.
- (i) Threatening or acting in an abusive manner toward Company or any of its employees, agents or representatives, policyholders, or proposed policyholders.



(j) Intentionally or systematically inducing a policyholder to terminate or cancel a Policy or Policies.

(k) Failure to sign the HIPAA Business Associate's Agreement required by Company; Any such termination shall be effective as of the date indicated in such notice.

8.3 Effect. Termination of this Agreement shall not affect any duties, obligations or liabilities incurred prior to termination, except as otherwise provided in this Agreement. Neither party shall, solely by reason of its rightful termination of this Agreement, be liable to the other for any damages of any nature.

8.4 Action Upon Termination. In the event of any termination of this Agreement, with or without cause, Agent shall, unless otherwise directed by Company:

(a) immediately cease all marketing activities including soliciting applications for Policies; and not write any policy or any further contacts

(b) within thirty (10) days after termination of this Agreement, transfer to Company, at Agent's expense, all property belonging to Company and all materials, books, accounts, correspondence, and records relating to this Agreement, including, without limitation, sales brochures and other items bearing any of the Marks and any copies thereof.

8.5 non-Waiver. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach of the Agreement.

SECTION 9 – RECORDS

Agent will maintain for at least seven (7) years after this Agreement has terminated, adequate books and records of all transactions related to the Policies according to prudent business standards of insurance record keeping. Agent shall return or destroy all protected health information and confidential information at the end of the seven-year retention period, upon written direction from Company. Company may inspect and examine all records and books maintained by Agent, which relate to the Policies or this Agreement, upon reasonable notice.

SECTION 10 – INDEMNIFICATION

10.1 Agent. Agent shall indemnify, defend, and hold Company, its officers, directors, employees and agents, harmless from and against any and all liability, loss, cost and expense whatsoever, including but not limited to reasonable fees of legal counsel and costs, that Company, its officers, directors, employees and agents may incur arising out of or related to Agent's negligent or intentional actions or inactions.

10.2 Company. Company shall indemnify, defend, and hold Agent, its officers, directors, employees and agents, harmless from and against any and all liability, loss, cost, and expense whatsoever, including but not limited to reasonable fees of legal counsel and costs, that Agent, its officers, directors, employees and agents may incur arising out of or related to Company's negligent or intentional actions or inactions.



SECTION 11 – CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 Confidential Information. Agent recognizes that in the performance of its obligations under this Agreement, it may be in possession of member protected health information. Agent is required to enter into a Company approved HIPAA Business Associate Agreement that describes the rules and restrictions regarding the use or disclosure of member protected health information.

11.2 Proprietary Information. Agent recognizes that in the performance of its obligations under this Agreement, it may be in possession of Company’s proprietary information including, but not limited to, trade secrets, financial data, marketing strategy, and provider data (“Proprietary Information”). Agent agrees that Proprietary Information may not be used or disclosed by Agent or its employees without the written consent of the owner of the Proprietary Information except as required by Federal or State law.

11.3 Agent’s Employees. Agent will use its best efforts to ensure that its employees understand the confidential nature of the information described in this Section and abide by the terms set forth regarding protection of such information.

11.4 Gramm-Leach Bliley Requirements. Agent shall comply with the applicable provisions of the Gramm-Leach-Bliley Financial Modernization Act of 1999 as amended from time to time and any requirements associated with this Act that may be enacted by any state in which Agent’s client resides and/or Agent is licensed for the sale of insurance. To the extent Company discloses nonpublic personal information of any individual to Agent, Agent agrees that Agent will not disclose or use the information other than to carry out the purposes for which Company disclosed the information to Agent.

SECTION 12 – NOTICES

All notices, and other documents and communications, permitted or required to be given pursuant to this Agreement shall be deemed duly given

- (a) upon actual delivery if delivery is by hand or courier service; or
- (b) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic means; or
- (c) upon the third day following delivery into the United States mail if delivery is by registered or certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the signature page of this Agreement or at any other address as the respective party may designate by notice delivered pursuant hereto.

SECTION 13 – CONFLICT OF INTEREST

Agent agrees that its affiliation with Company shall not be used for private or personal advantage. Any situation that may create or even appear to create a conflict between Agent’s personal interest and the interests of Company must be avoided. If a possible conflict of interest is realized, Agent agrees to promptly inform Company of such possible conflict.



SECTION 14—COMPLIANCE

14.1 Compliance with Law. Agent hereby agrees that Agent will not violate any laws, rules, or regulation of any federal, state, or local government, department or bureau having jurisdiction over the sale and service of insurance or securities.

14.2 Representations and Warranties. Agent represents that Agent has never been convicted of a state or federal felony crime that would prohibit or disqualify Agent from participating in the business of insurance. Agent represents and warrants that prior to solicitation of a Policy application, Agent will be properly licensed and appointed in accordance with Company policy and in accordance with all state regulations in each state where they solicit insurance.

SECTION 15 – MISCELLANEOUS

15.1 Prior Agreements. This Agreement (including all attachments) supersedes, terminates, and otherwise renders null and void all previous agreements (including previous compensation agreements). Notwithstanding the foregoing, this Agreement (including all attachments) does not affect any liability, obligation, or indebtedness of Agent to Company, or any liens created in connection therewith.

15.2 Severability. If any of the provisions of this Agreement are declared to be unenforceable or invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

15.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

15.4 Waiver. Failure of Company to insist upon strict compliance by Agent with any of the items or conditions of this Agreement shall not be construed as a waiver of such terms and conditions with respect to any subsequent default or failure of performance.

15.5 Enforceability. It is agreed that no action, suit, or proceeding at law or in equity shall be brought under this Agreement unless it is commenced, and process is served within three years after any dispute has arisen.

15.6 Survival of Obligation. The obligations of the parties under this Agreement that by their nature continue beyond the expiration of the Agreement, shall survive any termination or cancellation of this Agreement.

15.7 Entire Agreement. The provisions of this Agreement constitute the whole and entire agreement between Company and Agent and may be modified and altered only by mutual agreement, reduced to writing, executed by authorized representatives, and delivered to each other.



IN WITNESS WHEREOF, Company and Agent have executed this agreement on the later of the dates written below.

Company

Agent

By: (Signature of Authorized Officer)

By: (Signature of Owner or Principal)

(Name Typed or Printed)

(Name Typed or Printed)

(Title Typed or Printed)

(Title Typed or Printed)

(Date) (Date)

Federal Tax Identification or Social Security Number

Address for Notice

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