

**THIS BROKER AGREEMENT** (the "Agreement") is made as of the date written on the signature page (the "Effective Date"), between, Aspire General Insurance Services, LLC (DBA: Aspire Insurance Services) a Nevada limited liability company, (hereinafter "Aspire"), with its principal place of business located at 8885 Haven Ave Ste 250 Rancho Cucamonga, CA 91730 and the producer set forth on the signature page, with its principal place of business listed therein (hereinafter "Broker"). Aspire and Broker may be referred to individually as "Party" and collectively as the "Parties." The Parties hereby agree as follows:

## **1. DEFINITIONS**

### **1.1. Definitions. As used in this Agreement:**

- 1.1.1. "Effective Date" means the date first written above.
- 1.1.2. "Affiliate" means a Person that controls, is controlled by, or is under common control with another Person. For purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of such Person, whether through direct or indirect legal ownership of its voting securities or by contract or otherwise. Except by mutual agreement of the Parties, control shall be conclusively presumed to exist where any Person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing more than 10% of the voting securities of any other Person.
- 1.1.3. "Commission" means any compensation payable by Aspire to the Broker pursuant to Article 6 hereof, but does not include any compensation paid to the Broker by insureds or any other third parties.
- 1.1.4. "Consumer" means any Person for whom the Broker submits an application to Aspire pursuant to this Agreement, whether or not a policy is ultimately issued as a result.
- 1.1.5. "Expiration Information" means business records and information originating with Broker regarding any applicant or insured under a Policy or Renewal, including, without limitation, the date of expiration and policy limits of any Policy or Renewal.
- 1.1.6. "FCRA" means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., as amended by the Consumer Credit Reporting Reform Act of 1996, by the Fair and Accurate Credit Transactions Act of 2003 or as otherwise amended from time to time.
- 1.1.7. "GLBA" means the Gramm-Leach-Bliley Act of 1999, 15 U.S.C. § 6801 et seq., as amended from time to time, and all applicable federal and state regulations promulgated thereunder or of similar scope.
- 1.1.8. "Law" and "Laws" mean and include all applicable federal, State and local statutes, ordinances, court orders, court decisions, regulations and other rules of law and PCI-DSS.
- 1.1.9. "PCI-DSS" means Payment Card Industry – Data Security Standard.
- 1.1.10. "Person" and "Persons" mean and include individuals, corporations, partnerships, limited liability companies and other legal entities or unincorporated associations.
- 1.1.11. "Policy" means any insurance contract issued in the Territory by Aspire or any of Aspire's corporate affiliates pursuant to this Agreement.
- 1.1.12. "Product" and "Products" mean any insurance or non-insurance products issued by Aspire, which Aspire authorizes the Broker to sell, solicit or negotiate or make available to its customers.
- 1.1.13. "Renewal" means any insurance contract issued in the Territory by Aspire or any of Aspire's corporate affiliates that:
  - 1.1.13.1. is effective within sixty (60) days after the expiration date of any Policy or Renewal thereof;
  - 1.1.13.2. provides substantially similar coverage as any such Policy or Renewal;
  - 1.1.13.3. is issued to the same named insured as such Policy or Renewal; and
  - 1.1.13.4. is issued using Broker Expiration Information as set forth in Section 5.
- 1.1.14. "State" and "States" mean and include all 50 states of the United States of America and the District of Columbia.
- 1.1.15. "Submission Information" means information that Aspire provides or makes available to Broker in written or electronic format, including, without limitation to; insurance applications, product guides, rates and rating software, processes and procedures, commission schedules, or premium payment plans.
- 1.1.16. "Territory" means all States in which Aspire has contracted with Broker to submit policyholder applications pursuant to this Agreement.
- 1.1.17. "Trademark(s)" means any and all of Aspire's or company names, trade names, domain names, slogans, tag lines, logos, trademarks or service marks both common law and filed with the State and Federal governments.
- 1.1.18. References to "Aspire" in connection with obtaining insurance or quotes for insurance and in connection with manuals, trademarks or other materials shall be understood as referring as well to insurance or quotes for insurance from Aspire General Insurance Company, a California-domiciled insurance company ("Carrier") through Aspire and to manuals, trademarks or other materials provided by the Carrier to Aspire ("Company IP") and any other insurance company's Company IP under the terms of this Agreement.
- 1.1.19. "VCCLEA" means the Violent Crime Control and Law Enforcement Act of 1994, 18 U.S.C. §§ 1033, 1034, as amended from time to time.

**2. PRECONDITIONS OF AGREEMENT**

- 2.1 As a precondition to entering into this Agreement, the Broker and the individual signing on the Broker's behalf (the "Signatory") represent and warrant, jointly and severally, that:
  - 2.1.1. The Signatory is the Broker or, if the Broker is a legal entity, an individual authorized to sign and complete agreements on Broker's behalf.
  - 2.1.2. The Signatory has not committed any violations of any state insurance law; and
  - 2.1.3. The Signatory has not been convicted of, pleaded guilty to, or pleaded no contest to any felony offense.
  - 2.1.4. The Signatory acknowledges that Aspire reserves the right to declare this Agreement void or may choose to terminate this Agreement, at its sole discretion, if any of the preconditions set forth in Section 2.1 above are incorrect.

**3. FCRA / GLBA / VCCLEA.**

- 3.1. It is agreed upon and understood as a condition precedent to entering into this Agreement that Aspire shall have the right to conduct background checks on anyone who will conduct business on behalf of Company to verify their trustworthiness. In addition, Aspire may, at its option, conduct an annual audit of the Broker and all Persons employed by the Broker placing business through Aspire.
- 3.2. The Broker agrees to comply with all applicable Laws relating to the use of consumer reports (which may include but are not limited to Motor Vehicle Reports, C.L.U.E. Reports, Credit Scores, Credit Reports, etc.) including FCRA.. FCRA provides that any person who knowingly and willfully obtains information on a consumer from a Consumer Credit Reporting Agency under false pretenses shall be fined under Title 18, or imprisoned not more than two years, or both.
- 3.3. The Broker agrees to hold in strict confidence all credit card information and any other non-public personal information (as such is defined by applicable Law) concerning a policyholder or potential policyholder, consumer or customer (as defined by applicable Law), insured, applicant or potential applicant received by the Broker on behalf of Aspire, to comply with all Laws with regard to the use and protection of such information including, but not limited to, FCRA, GLBA and PCI-DSS and not distribute, disseminate or reveal any such non-public personal information to any other party, other than Aspire or its authorized representative, except as permitted or required by Law.
- 3.4. The Broker certifies, to the best of his/its knowledge, that neither the Broker nor anyone employed by the Broker and appointed by Aspire (either directly or by reason of his/her affiliation placing business with the Broker) nor anyone appointed by Aspire and authorized by the Broker to solicit insurance on behalf of Aspire has been convicted of a felony or pleaded guilty or nolo contendere (no contest) to a felony involving a crime of dishonesty or breach of trust as defined and governed under VCCLEA. The Broker agrees to notify Aspire immediately if the Broker or anyone employed by the Broker and appointed by Aspire (either directly or by reason of his/her affiliation placing business with the Broker) or any person appointed by Aspire and authorized by Broker to solicit insurance on behalf of the Broker, has been convicted of a felony or pleaded guilty or nolo contendere to a felony as noted above.
- 3.5. The Broker shall notify Aspire immediately in the event of any security breach or unauthorized release or use of, or access to, policyholders' personal information. Such notice shall include the date and time of such event, the scope and extent of personal information involved, and the actions taken by the Broker in response to the event.

**4. SUBMISSION OF BUSINESS**

- 4.1. Subject to and in accordance with this Agreement and the Submission Information, Broker may within the Territory obtain quotes for insurance from Aspire and submit applications and premiums for insurance products in accordance with this Agreement.
- 4.2. Broker is not authorized to and agrees that Broker cannot and will not effect or bind insurance coverage on Aspire's behalf in any manner. For coverage to be bound, Broker must request that Aspire do so in electronic format, as specified by Aspire. Coverage will be bound only if and when Aspire has manifested Aspire's acceptance of the request through issuance of a policy number or other written or electronic confirmation.
- 4.3. Broker agrees that, if a conflict exists as to which broker is authorized to represent an insured with respect to any policy, Broker will supply Aspire with a written Broker of Record letter from the insured authorizing the Broker to represent the insured.
- 4.4. Any rights and obligations of Broker under this Agreement apply to Broker only. Without limiting the foregoing, Broker shall not sub-broker any policy or business contemplated under this Agreement.
- 4.5. Broker agrees that Broker will not:
  - 4.5.1. Submit to Aspire any application for insurance:
    - 4.5.1.1. That Broker knows or has reason to know is false, inaccurate or misleading;
    - 4.5.1.2. With a requested effective date and time prior to the date and time that a complete quote from Broker is registered electronically in Aspire's quoting systems, and Broker meets any and all additional conditions specified in the Submission Information; or
    - 4.5.1.3. For any class of risk not specified in the Submission Information; Adjust or settle any claim under a Policy or Renewal; or
    - 4.5.1.4. Without Aspire's prior consent, make or issue with respect to Policies or Renewals any financial

- responsibility  
filings, certificates of insurance, filings with any government agency, policies, endorsements, or renewal or cancellation notices; or
- 4.5.1.5. Collect from any person who is or has applied to be insured with Aspire, any fees or charges in connection with the performance of this Agreement that are in addition to those specified in the application for a Policy or declarations page for a Renewal, except in compliance with all applicable laws. Broker is solely responsible for any legally required disclosure of such fees and charges to applicants and insureds. Nothing in this Agreement shall be construed as authorizing the imposition or collection of any such fees or charges on Aspire's behalf.
- 4.6. Aspire shall have the right to:
  - 4.6.1. Adjust or settle any claim under a Policy or Renewal; or
  - 4.6.2. Without Aspire's prior consent, make or issue with respect to Policies or Renewals any financial responsibility filings, certificates of insurance, filings with any government agency, policies, endorsements, or renewal or cancellation notices; or
  - 4.6.4. Collect from any person who is or has applied to be insured with Aspire, any fees or charges in connection with the performance of this Agreement that are in addition to those specified in the application for a Policy or declarations page for a Renewal, except in compliance with all applicable laws. Broker is solely responsible for any legally required disclosure of such fees and charges to applicants and insureds. Nothing in this Agreement shall be construed as authorizing the imposition or collection of any such fees or charges on Aspire's behalf.
- 4.7. Aspire shall have the right to:
  - 4.7.1. Suspend Brokers ability to submit business to Aspire upon written notice to Broker;
  - 4.7.. Change Aspire's Submission Information by providing written notice or making the same available to Broker; and
  - 4.7.3. Access and use Expiration Information only as described in Section 5.

## 5. OBLIGATIONS

- 5.1. **Broker's Obligations.** Broker shall comply with all applicable laws relating to the performance of this agreement and:
  - 5.1.1. Submit to Aspire promptly all premiums and documentation Aspire requires in any manner that Aspire may specify, which may include, without limitation, electronic transmission;
  - 5.1.2. Maintain all required bonds, and an errors and omissions policy of insurance covering Broker and each of Broker's employees, with minimum limits of liability of at least \$1,000,000 from an insurance company acceptable to Aspire;
  - 5.1.3. Submit all applications in accordance with Aspire Submission Information, as it may be changed by Aspire pursuant to this Agreement;
  - 5.1.4. Present to each applicant or insured:
    - 5.1.4.1. All notices that Aspire may determine are legally necessary or legally prudent;
    - 5.1.4.2. All informational materials that Aspire supplies and asks Broker to provide; and
    - 5.1.4.3. All notices required by California regulation or statute or any other law or regulation.
  - 5.1.5. Notify Aspire in writing of any and all Policies and Renewals subject to premium financing arrangements, and the name and address of the premium financing company, promptly after Broker arranges for or learns of the same. Nothing in this Agreement shall be construed as allowing any premium financing arrangements if prohibited by the Submission Information;
  - 5.1.6. Pay for all of Broker's operating expenses, including, without limitation, fees for broker bond, license, fees and taxes, and occupational or municipal license fees and taxes;
  - 5.1.7. Comply with all applicable laws relating to the performance of this Agreement and brokers within the Territory, including, without limitation, privacy, licensing, and broker anti-steering laws;
  - 5.1.8. Instruct each insured to immediately report directly to Aspire all claims or losses, and any inquiry or report concerning any claims or losses that Broker may receive;
  - 5.1.9. Retain in an orderly fashion and for the period specified in the Submission Information, each of the following, to the extent applicable, with respect to Policies and Renewals: all original signed applications, driver exclusions, selections and rejections of optional coverage, documents required by Aspire in support of premium discounts, vehicle inspection reports, photos (four, one of each corner) and powers of attorney. Broker may retain electronically scanned documents in lieu of hard copy, provided that they are retrievable, durable, legible, unalterable and compatible with Aspire's systems. In lieu of retaining the same during the term of this Agreement, Broker may send to Aspire any such electronically scanned documents. Upon expiration or

termination of this Agreement, Broker agrees to send to Aspire all such documents or copies; the failure to retain adequately the information required to be retained or not provided for as required by Aspire could lead to a denial of a claim and, in such event, producer will be responsible for payment thereof;

5.1.10. Provide to Aspire any information in Broker's possession or control that Aspire may request in connection with this Agreement, including, without limitation, a copy of all or any part of any file concerning any person insured under, or who has applied for, a Policy or Renewal with respect to that Policy or Renewal or application for the same;

5.1.11. Cooperate with Aspire fully in Aspire's investigation of any claim or loss involving a Policy or Renewal;

5.1.12. Pay to Aspire any and all amounts due hereunder within the time specified in the Submission Information or, if not specified, within twenty (20) days after receipt of Aspire's invoice; and

5.1.13. Refund unearned commissions to Aspire at the same rate that such commissions were paid to Broker.

5.2.. Except as provided in this Agreement, the Broker's duties and responsibilities are subject to the following limitations:

5.2.1. The Broker shall not advertise to the public that it represents Aspire, except as expressly authorized in this Agreement..

5.2.2. Aspire shall not supervise, control, or direct the manner in which the Broker conducts its business.

5.2.3 The Broker shall comply with all Laws relating to insurance brokers and shall, prior to submitting any applications for insurance to Aspire pursuant to this Agreement, disclose the following (in writing, where required by Law) to the Consumer:

- a) That the Broker transacts insurance on behalf of the Consumer, and not on behalf of Aspire.
- b) A description of the basic services the Broker will perform on behalf of the Consumer.
- c) The amount of any and all broker fees to be charged by the Broker.
- d) That the Broker is or may be entitled to compensation from Aspire for the Consumer's purchase of insurance through the Broker.

5.3. **Aspire's Obligations.** Aspire shall:

5.3.1. Issue and sign all policy contracts and related forms for accepted policies;

5.3.2. Arrange for the adjustment of all claims;

5.3.3. Notify Broker of any material change to any Policy or Renewal;

5.3.4. Fulfill Aspire's obligations under Aspire's Submission Information, Policies and Renewals;

5.3.5. Pay Broker commissions as provided in this Agreement;

5.3.6. Comply with all applicable laws relating to the performance of this Agreement, including, without limitation, privacy, producer licensing and anti-steering laws;

5.3.7. Pay for all of Aspire's operating expenses, including, without limitation, personal license fees and taxes, and occupational or municipal license fees and taxes; and

5.3.8. Develop and provide or make available to Broker the Submission Information.

## **6. COMMISSIONS & RIGHT TO SET OFF**

6.1. Subject to Section 4, Aspire will pay Broker commissions on Policies and Renewals based on Aspire's applicable commission schedules in effect as of the inception date of each such Policy or Renewal, provided that:

6.1.1. If required by law, Broker is licensed as an insurance producer;

6.1.2. Broker has paid all amounts that are due and owing to Aspire;

6.1.3. Broker is the broker of record at the inception of the Policy or Renewal; and

6.1.4. Aspire has not terminated this Agreement pursuant to the terms of this Agreement.

6.2. Aspire may change Aspire's commission schedules for Policies upon thirty (30) days' prior written notice to Broker, and for Renewals upon ninety (90) days' prior written notice to Broker. Notwithstanding the foregoing, Aspire may change Aspire's commission schedules immediately upon written notice if Aspire determines that it is legally necessary or legally prudent.

6.3. Notwithstanding anything in this Agreement to the contrary, Aspire may set off any amounts due and owing to Broker under this Agreement or any other agreement between Broker and Aspire, against any amounts due from Broker to Aspire under this Agreement or any other agreement between Broker and Aspire.

6.4. Broker is responsible for returning commission on any uncollected premium.

## **7. EXPIRATION INFORMATION**

7.1. Broker owns all rights in Expiration Information, subject to the provisions of this section. Without Broker's prior written consent, Aspire agrees that Aspire will not:

7.1.1. Use any Expiration Information for the purpose of soliciting any Policy, Renewal, or other insurance product, except in accordance with this Section 6; or

7.1.2. Disclose Expiration Information to any third party, except for the purposes set forth in this Section 6.

Notwithstanding the foregoing, Aspire may:

- 7.1.2.1. Contact, or use any third party to contact, any person insured by Aspire, formerly insured by Aspire, or who has applied to be insured by Aspire, to: (i) provide customer service to any such person; (ii) process a broker of record change requested by any such person or Renewal or application for the same; (iii) request, receive or verify any information related to any such person with respect to his or her Policy or Renewal or application for the same; (iv) notify any such person of, and collect premiums due on, any Policy or Renewal; (v) change the terms of any Policy or Renewal; (vi) provide information regarding insurance-related issues; or (vii) refer to another independent insurance producer any such person who is insured by Aspire and who moves to a jurisdiction where Broker is not licensed or permitted to submit applications for Aspire insurance products; and
- 7.1.2.2. Access, use and disclose information regarding Policies and Renewals, including Expiration Information, only for the purposes set forth in this Section 6, Section 502(e) of the Gramm-Leach-Bliley Act, and for market research, product development, regulatory compliance, or determining compliance with this Agreement.
- 7.1.3. Aspire may, in Aspire's discretion, offer to renew Policies and Renewals written hereunder. When required by applicable law, Aspire will offer to renew such Policies and Renewals. If Aspire makes such offers to renew, then, subject to Section 5 and 6, Aspire will continue to designate Broker as the broker of record and pay Broker commissions on each resulting Renewal in accordance with Aspire's then-current commission schedules.
- 7.1.4. To secure the payment of Broker's financial obligations to Aspire under this Agreement and the performance of Broker's other obligations to Aspire hereunder, Broker hereby grants to Aspire a security interest in Broker's Expiration Information, and Broker agrees to immediately execute such documents as Aspire may require to evidence, preserve or perfect this security interest. Broker hereby authorizes Aspire to file Uniform Commercial Code financing statements with respect to such security interest and naming Broker as debtor in such jurisdictions as Aspire may deem necessary or desirable.
- 7.1.5. Aspire may exercise the rights of a secured party under the Uniform Commercial Code with respect to Broker's Expiration Information if:
  - 7.1.5.1. Aspire terminates this Agreement pursuant to Section 8 due to Broker failure to timely pay all amounts due and owing to Aspire;
  - 7.1.5.2. Aspire terminates this Agreement pursuant to Section 8 because Broker has abandoned, or been deemed to have abandoned, Broker's business; or
  - 7.1.5.3. After termination of this Agreement, Broker fails to remit or make available funds due and owing to Aspire when, as required by this Agreement, such funds are not remitted or made available to Aspire within ten (10) days after the date of Aspire's written notice to remit such funds.

## **8. ADVERTISING & TRADEMARKS**

- 8.1. Broker agrees not to display or use, instruct or permit others to display or use, any of Aspire's advertising, in whole or in part, or any of Aspire's Trademarks, or any words, phrases, pictures or graphics that are derived from or confusingly similar to the same, in any way, including, without limitation, in signs, advertisements (e.g., print, electronic, radio, television, web, pay-per-click advertising, etc.), promotional material, business cards, directory listings, domain names, web sites or search engines. Notwithstanding the foregoing, with Aspire's prior written consent, Broker may display Aspire's Trademarks together with other insurer names or logos solely for the purpose of announcing insurers with which Broker can place business on behalf of Broker's customers. Nothing herein shall be construed as prohibiting Broker distribution of materials that Aspire may provide concerning Aspire or Aspire's products or services.
  - 8.1.1. Broker agrees that use of Aspire's Trademarks in any online advertising, to include but not limited to pay-per-click advertisements, key word advertising, and meta tags via services such as but not limited to Google, Overture, MSN or other search engines is a clear violation of this Agreement if the Broker does not receive prior written approval from Aspire.
- 8.2. If Broker violates the provisions of this Section 7 and such violation is not remedied to Aspire's satisfaction within fifteen calendar (15) days after Aspire's written notice thereof, then in addition to any other remedies available to Aspire at law or in equity, Broker agrees that Aspire shall have the right to do any or all of the following: (a) terminate this Agreement immediately upon written notice to Broker's last known address; (b) obtain immediate injunctive relief against any such display or use; and or (c) collect for each month in which such violation occurs liquidated damages equal to the greater of \$1,000 or 2% of Broker previous year's total written premium with Aspire.

## **9. TERM AND TERMINATION**



- 9.1. This Agreement will become effective upon the Effective Date, and will continue in effect until terminated as provided in this Agreement.
- 9.2. Unless otherwise required by law, Aspire may terminate this Agreement at any time immediately upon the expiration of at least ninety (90) days' advance written notice to Broker's last known address. Any such notice shall take effect on the later of ninety (90) days after the date of mailing of such notice, or the date for termination specified in the notice.
- 9.3. Unless otherwise required by law, the advance notice required by this Section does not apply to Aspire, and Aspire may terminate this Agreement immediately upon written notice to Broker's last known address, if:
  - 9.3.1. Broker fails to remit or make available funds due and owing to Aspire when and as required by this Agreement, and such funds are not remitted or made available to Aspire within ten (10) days after the date of Aspire's written notice to remit such funds;
  - 9.3.2. Broker abandons Broker's business. Broker will be deemed to have abandoned Broker's business if Broker ceases to maintain a published telephone number or office location open to the public, or Broker changes Broker telephone number or office location without providing prior written notice of the change to Aspire and to Broker's customers who are insured by Aspire;
  - 9.3.3. Broker's producer license is suspended or revoked;
  - 9.3.4. Broker engages in any fraudulent act against Aspire or any applicant for or insured under a Policy or Renewal; or
  - 9.3.5. Broker otherwise fails, in any material respect, to comply with this Agreement, and does not cure such failure, or such failure is incapable of being cured, within thirty (30) days after the date of Aspire's written notice thereof.
- 9.4. Broker may terminate this Agreement at any time immediately upon written notice to Aspire.

## **10. RIGHTS AFTER TERMINATION**

- 10.1. Upon and after the expiration or termination of this Agreement:
  - 10.1.1. Broker may no longer submit insurance business to Aspire;
  - 10.1.2. Aspire may notify any person insured under a Policy or Renewal of the expiration or termination of this Agreement;
  - 10.1.3. Broker shall promptly cease all use of Aspire's Trademarks in all advertising; including, but not limited to any use of Aspire's Trademarks that were approved for use in any form of written agreement.
  - 10.1.4. All in-force Policies and Renewals will continue to normal expiration, subject to their terms; and
  - 10.1.5. At Aspire's discretion, Aspire may pay Broker commissions on Renewals as a percentage of earned premium, rather than written premium and at a reduced commission rate.
- 10.2. Notwithstanding the foregoing:
  - 10.2.1. Unless this Agreement is terminated by Aspire pursuant to Section 7, and subject to Section 2, Broker may service Policies and Renewals outstanding after termination of this Agreement, and Aspire will provide Broker with access to information and materials that are necessary to do so; and
  - 10.2.2. At Broker's request, Aspire will provide to Broker copies of any Policy and Renewal contracts and related declarations pages in Aspire's possession or control. Aspire shall provide the same either electronically or in hard copy, at Aspire's option.

## **11. PRIVACY COMPLIANCE AND CONFIDENTIALITY**

- 11.1. Confidential Information. In connection with this Agreement each party (as the "Discloser") may disclose or make available Confidential Information to the other party (as the "Receiver"). "Confidential Information" shall mean all non-public commercial, financial, and technical information, know-how, Policyholder information, carrier data, consumer or customer information, customer lists, agency production, loss history and agency payment history, metrics, selling techniques, ideas, schemes, plans, designs, procedures, processes, models and experience of the Discloser, and Personal Information which the Receiver may receive from the Discloser in connection with the performance of its obligations under this Agreement. "Personal Information" shall mean personal information identifying or personally identifiable to any person or as defined under any applicable data privacy and security laws, including but not limited to the Gramm Leach Bliley Act, as amended from time to time, and the rules and regulations thereunder, and "personal information" as defined under the California Consumer Privacy Act. A party's "Representatives" are that party's affiliates and its and their affiliates' respective directors, officers, employees, members, managers, partners, advisors, attorneys, consultants, accountants, agents, and contractors. Confidential Information does not include: (a) information publicly known other than due to a disclosure by the Receiver or its Representatives; (b) information available to the Receiver or its Representatives from a third party, provided the third party is not, to the Receiver's reasonable knowledge, under an obligation of confidentiality to the Discloser or its Representatives; (c) information independently developed by the Receiver or its Representatives without

reference to the Discloser's Confidential Information; or (d) information known to the Receiver or its Representatives prior to its disclosure by or on behalf of the Discloser.

- 11.2. **Ownership/Protection of Confidential Information.** The Discloser's Confidential Information is solely the property of the Discloser. For the avoidance of any doubt, Expiration Information is the Confidential Information of Producer. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiver shall (a) not access, use or disclose Confidential Information for any purpose other than for the specific purposes as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted by and subject to its compliance under this Agreement, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiver's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiver's obligations under this section 9; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this section 9; (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (d) promptly notify the Discloser of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure.
- 11.3. **Disclosure.** If a third-party requests that the Receiver or its Representatives disclose the Discloser's Confidential Information pursuant to a subpoena, summons, search warrant, governmental order, or other lawful process, the Receiver shall, if not prohibited by applicable law, notify the Discloser in writing promptly upon its receipt of the request. At the Discloser's expense, the Receiver and its Representatives shall provide such cooperation as the Discloser may reasonably request in resisting the release of its Confidential Information. Notwithstanding the foregoing, either party may disclose Confidential Information as required in response to an audit or examination by a regulatory authority having jurisdiction over such party.
- 11.4. **Privacy and Data Protection.**
- 11.4.1. Each party will comply with all applicable federal and state privacy and data protection laws and regulations established for (a) access rights to Personal Information; (b) disposal of records containing Personal Information; and (c) the collection, storage, use, and dissemination of Personal Information; and will comply with the terms of its own privacy statements.
- 11.4.2. Each party certifies that to the extent it is a Receiver processing information on behalf of the Discloser, and the Discloser discloses Personal Information for the specific purposes of performing the services specified in this Agreement, the Receiver (a) will not sell the Personal Information; (b) will not retain, use, or disclose the Personal Information for any purpose other than for the specific purpose of performing the services specified under the terms of this Agreement, including retaining, using or disclosing the Personal Information for a commercial purpose other than providing the services specified under the terms of this Agreement; (c) will not retain, use, or disclose the Personal Information outside of the direct business relationship between Receiver and Discloser; and (d) will, promptly without undue delay, delete all Personal Information or other Confidential Information at the expiration or termination of this Agreement, upon the Discloser's request or once it is no longer needed for the purposes for which Receiver and Discloser have entered into this Agreement, and if requested by Discloser in writing, Receiver will certify to such destruction in writing, unless otherwise required by applicable law.
- 11.5. Aspire will provide a privacy notice to Aspire's insured as required by law. Aspire will notify Broker in writing if Broker is required to provide Aspire's privacy notice to applicants. Broker is responsible for the provision of Broker's own privacy notice as may be required by law.

## **12. INDEMNIFICATION**

- 12.1. Aspire will indemnify, defend, and hold Broker harmless for and from all liabilities, losses, damages, judgments, actions, and expenses, including reasonable attorneys' fees (collectively, "Losses"), that Broker sustains due to Aspire's negligence, wrongful acts, errors or omissions on Aspire's part, or Aspire's failure to comply with the provisions of this Agreement or Aspire's Submission Information. This indemnification shall include, without limitation, any Losses that Broker sustains due to Aspire's use of consumer credit information if Broker has complied with

Aspire's procedures for use or ordering of the same. Broker agrees to immediately notify Aspire when Broker learns of or receives any claim that Broker believes is covered under this Section. Aspire shall have the right to participate, at Aspire's expense, in the investigation and defense of any such claim, and may, at Aspire's option, assume full defense of any action filed. If Aspire assumes the defense, Aspire will not be liable to Broker for any cost of litigation, including, without limitation, court costs and attorneys' fees, that Broker incurs subsequent to Aspire's decision to assume defense of any such action.

- 12.2. Broker will indemnify, defend and hold Aspire harmless for and from all losses that Aspire sustains due to Broker's negligence, wrongful acts, errors or omissions on Broker's part, or Broker's failure to comply with the provisions of this Agreement or Aspire's Submission Information. Aspire agrees to immediately notify Broker when Aspire learns of or receives any claim that Aspire believes is covered under this Section. Broker shall have the right to participate, at Broker's expense, in the investigation and defense of any such claim.

### **13. MISCELLANEOUS**

- 13.1. Written notices under Sections 6 and 8 shall be provided in original form and shall be sent to the intended recipient's last known address as provided in this Agreement. All other written notices required under this Agreement may be provided in writing, by email or other electronic means, such as fax, and the Parties hereby consent to receive such notices via fax to the fax number provided in this Agreement. Notices shall be effective: (1) upon receipt if hand delivered; (2) upon receipt or refusal to accept delivery if sent by certified mail; (3) three days after mailing if sent by U.S. first-class mail, postage prepaid; (4) the next business day after being sent by overnight delivery service; and (5) the next business day after machine-confirmation of successful transmission if sent by fax or email.
- 13.2. This Agreement will be governed by and interpreted under the laws of the Territory. Any provision of this Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it into compliance with that law. The determination by a court of competent jurisdiction that any provision of this Agreement is unenforceable will in no way impair or affect the validity or enforceability of any other provision of this Agreement. Venue for all arbitration / legal actions arising from or commencing under this Agreement shall be in San Bernardino County, California.
- 13.3. This Agreement contains the entire understanding between the Parties and supersedes all previous agreements between the Parties, oral or written, with respect to the subject matter of this Agreement. Such previous agreements are hereby terminated by the mutual agreement of the Parties as of the Effective Date of this Agreement.
- 13.4. This Agreement may not be modified or amended except in writing that expressly refers to this Agreement and that is signed by both Parties.
- 13.5. This Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in this Section, neither this Agreement nor any rights or duties hereunder may be assigned or delegated by either party without the prior consent in writing of the other party. Upon written notice to Broker, Aspire may assign this Agreement, or assign Aspire's rights or delegate Aspire's duties under this Agreement, to any of Aspire's existing or future corporate affiliates. Aspire may also grant Carrier a security interest in this Agreement and in connection therewith assign to Carrier Aspire's security interest in Broker's Expiration Information. Upon written notice to Aspire, Broker may assign Broker's rights to receive commissions on Renewals to any duly licensed insurance producer, and upon receipt of such notice Aspire will pay such commissions to the assignee upon assignee's written consent to be bound by the terms of this Agreement, and, subject to Aspire's right to set off under Section 4 and the assignee's agreement to refund unearned commissions under Section 2, and provided that the conditions of Section 4, are met with respect to the assignee and such Renewals.
- 13.6. The headings contained in this Agreement are for organizational purposes only and do not constitute a part of this Agreement.
- 13.7. A party's failure to insist upon strict compliance with any of the provisions of this Agreement or the Submission Information will not constitute a continuing waiver of the right to insist upon such compliance. All waivers to any right or obligation of this Agreement shall be in writing and signed by the Party to be charged.
- 13.8. The rights and remedies of the Parties under this Agreement are cumulative and in addition to any rights and remedies available to the Parties at law or in equity.
- 13.9. The relationship between the Parties is that of independent contractors. Broker is responsible for the development and execution of Broker's marketing plans, and all other aspects of the operation of Broker's business and facilities, including, without limitation, hours of operation, advertising, utilities, taxes, hiring, employment and training. Neither party is responsible for the debts and liabilities of the other and nothing shall be deemed to create or recognize any relationship



other than that which is expressly described herein. This is not an exclusive Agreement. Broker does not represent Aspire. As a broker, Broker is expected to exercise independent judgment in finding an appropriate insurance market for the consumers who Broker represents.

- 13.10. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any persons other than the Parties hereto and their respective successors and assigns; nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement; and no provision will give any third party any right of subrogation or claim against any Party to this Agreement.

**14. NOTICE**

- 14.1. All notices, demands, requests, or other communications required or permitted by this Agreement shall be in writing and shall be deemed duly served when personally delivered to the Party or to an officer or agent of the Party, or when deposited in the United States mail, first-class postage prepaid, addressed to:

**ASPIRE AT:** Aspire General Insurance Services, LLC  
8885 Haven Ave Ste 250  
Rancho Cucamonga, CA 91730  
Fax No. (909) 354-3248

**BROKER AT:** At the address listed on the signature page

**15. AUTHORITY**

- 15.1. Each Party executing this Agreement on behalf of Aspire and Broker hereby warrants that: (a) the entity on whose behalf such person is signing is duly organized and validly existing under the laws of its state of organization; (b) such entity has full right and authority to enter into this Agreement and to perform all of its obligations hereunder; and (c) each person (and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

### COMMISSION SCHEDULE:

- A. **COMMISSION SCHEDULE AS OF** 03/20/2024
- a. **New Business:**
    - i. Base: 10% of Direct Written Premium on an as Collected basis;
  - b. **Renewal:**
    - i. Base: 10% of Direct Written Premium on an as Collected basis;
  - c. **Definitions:**

"Direct Written Premium" means the total of all written premiums, net of cancellations, reinstatements, and endorsements.
- B. **TARGET PRODUCTION LEVEL:** Target production is a minimum of ten (10) new business policies per month.



**BROKER AGREEMENT**

**CALIFORNIA**

**SIGNATURE PAGE**

Aspire General Insurance Services, LLC  
8885 Haven Ave Ste 250  
Rancho Cucamonga, CA 91730


**CONTACT** \_\_\_\_\_

**AGENCY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_



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Byron W. Storms  
Chief Executive Officer

**DATE**

**CONTACT SIGNATURE**

**DATE**