



## Trusted Choice® LICENSE AGREEMENT

This License ("Agreement") is made between Trusted Choice®, Inc. ("Trusted Choice®") and the independent insurance agency ("Licensee") that completes this registration process to enroll in the Trusted Choice® Program ("Program").

BY CLICKING THE I ACCEPT BUTTON, LICENSEE EXPRESSLY AGREES TO BE BOUND BY ALL TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL TERMS OF THIS AGREEMENT, THE BUTTON INDICATING I DO NOT ACCEPT MUST BE SELECTED, AND NO LICENSE IS GRANTED TO USE THE MARK (AS DEFINED BELOW) OR PARTICIPATE IN THE PROGRAM.

### 1. The Program and Registration

A. Program. The Program, and the "Trusted Choice®" name, logos and trademarks (collectively "Mark") are proprietary to Trusted Choice® and are protected by intellectual property laws and treaties. Licensee's use of the Mark is as a licensee and Licensee will not acquire any ownership rights in the Mark.

B. License. Trusted Choice® grants to Licensee a nonexclusive, nontransferable, nonassignable, nonsublicenseable, revocable license to use the Mark under the Program, and only as permitted by the Program. Nothing in this Agreement shall be construed to grant any right or interest to Licensee to use any other mark owned or used by Trusted Choice®.

### 2. Representations and Warranties

Licensee represents and warrants to Trusted Choice® that: (A) Licensee is a member in good standing of a state association affiliated with the Independent Insurance Agents of America, Inc. ("IIABA"); (B) Licensee shall comply with all terms and conditions of this Agreement, including, without limitation, all exhibits incorporated into the Agreement; (C) Licensee has provided accurate and complete registration information, including, without limitation, Licensee's legal name, address, telephone number, and email address; and (D) the person entering into this Agreement on behalf of Licensee is fully authorized to do so.

### 3. Pledge of Performance

Licensee agrees to the Pledge of Performance, attached hereto as Exhibit A and incorporated herein by reference.

### 4. Acceptable Trademark Rules

Licensee agrees to abide by all terms and conditions of the Trusted Choice® Logo Rules, attached hereto as Exhibit B and incorporated herein by reference, including on all printed and electronic materials (collectively "Materials") used or distributed by Licensee using the Mark.

### 5. Term

This Agreement is effective on Licensee's acceptance of this Agreement and shall continue until terminated by either party hereto as provided for herein. Licensee may terminate this Agreement at any time and for any reason on written notice to Trusted Choice®. Trusted Choice® may, at any time and for any reason, such as, but not limited to, breach of this Agreement or failure to remain a member in good standing of an IIABA state association: (A) suspend Licensee's participation in the Program and authorization to use the Mark; and (B) terminate this Agreement.

In the event of termination of this Agreement, Licensee shall immediately discontinue all uses of the Mark, destroy all Materials in its possession or control bearing the Mark and delete all uses of the Mark in its Materials.



## 6. Indemnification

Licensee shall defend, indemnify, and hold harmless Trusted Choice® and its corporate affiliates, and their respective officers, directors, employees and agents, against all claims, demands, causes of action, or liability (collectively "Claims") arising out of or related to Licensee's use of the Mark or participation in the Program. Licensee shall promptly reimburse Trusted Choice® and its corporate affiliates, and their respective officers, directors, employees and agents for all expenses and costs incurred in defending Trusted Choice® against all Claims, including, but not limited to, attorney's fees. Trusted Choice® or its corporate affiliate, as appropriate, shall have the right, in their respective sole discretion, to select counsel to defend them or their officers, directors, employees and agents against all Claims. This indemnification shall survive termination of this Agreement.

## 7. Acknowledgments

Licensee acknowledges that: (A) this Agreement and the Program are not a sale to Licensee or grant of a right to enter into a business; (B) Licensee obtains Licensee's appointments or rights to offer and sell insurance or any other product or service from sources other than Trusted Choice®; (C) Licensee's participation in the Program is voluntary; (D) Licensee can elect to use materials created by Trusted Choice®, but does not need to and is not required to do so as a condition to voluntary participation in the Program; (E) Trusted Choice® does not and will not control Licensee's business organization, promotion activities, management, marketing plan, business affairs or other aspects of Licensee's business; (F) any offer of assistance provided by Trusted Choice® is not necessary or critical to the overall operation of Licensee's business; (G) Licensee's payment to Trusted Choice® reflects the fair market value of any materials and services offered or provided and is nonrefundable; (H) Trusted Choice® does not provide Licensee any form of marketing plan (such as guidance or approval regarding site, facility design, operating hours, production techniques, accounting, personnel matters, customer or territory restrictions, or otherwise) but rather, Licensee develops Licensee's own marketing plan using tools and resources available to Licensee from a variety of sources other than Trusted Choice®; (I) the Program is designed to supplement but not replace Licensee's name and identity; and (J) Trusted Choice® may establish rules for access to and continued use of any Trusted Choice® materials that are available for voluntary use by Licensee.

## 8. Miscellaneous

A. *Law and Venue.* The parties consent to submit to the jurisdiction of the state and federal courts of the Commonwealth of Virginia with respect to any dispute that may arise under this Agreement. This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Virginia, without reference to conflicts of laws rules.

B. *Amendment.* Trusted Choice® shall have the right, at any time and without notice, to add to or modify the terms of this Agreement, by posting the amended terms to the Trusted Choice® Web site. Licensee's continued participation in the Program after the date that the amended terms are posted shall be deemed to constitute acceptance by Licensee of the amended terms.

C. *Waiver and Severability.* No failure or delay in exercising or enforcing any right or remedy hereunder by Trusted Choice® shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

D. *Interpretation.* The captions used in this Agreement are for reference only and shall not be used to interpret the Agreement. The terms of this Agreement shall be interpreted according to their fair meanings and not strictly for or against any party.

E. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties regarding the subject hereof, and supersedes any prior understandings or writings, and may be modified as provided for herein.

F. *Assignment.* This Agreement may not be assigned by Licensee without the prior written permission of Trusted Choice®.

G. *Unsolicited E-Mails/Faxes.* Licensee hereby authorizes Trusted Choice® or any of its corporate affiliates to send unsolicited commercial e-mails and/or faxes to Licensee and any of its employees.