

AUTHORIZATION AND APPOINTMENT AGREEMENT

COWBELL INSURANCE AGENCY, LLC (“MGA”), is authorized by various insurance companies (each a “Company” and collectively, “Companies”) to solicit coverages (such coverages are hereinafter individually and collectively referred to as (“Company Business”) and, to make the appointments as set forth in this Agreement (“Agreement”). Pursuant to this Agreement, MGA authorizes and, where applicable, appoints the Agency or Agent whose name and business address is set forth herein to represent the Companies. The authorized and, where applicable, appointed agency (“Agency”) or agent (“Agent”) set forth herein agrees to be bound by the following:

TERMS AND PROVISIONS

SECTION I. – AUTHORIZATION AND APPOINTMENT REQUIREMENTS

To obtain authorization or an appointment, if applicable, to write any of the lines of Company Business, an Agency or Agent must:

1. Have and continuously maintain all licenses in each state in which it does business as required by applicable state law;
2. All employees, representatives or agents of the Agency or Agent required to be licensed pursuant to applicable state law must be duly licensed in the state in which they conduct business and otherwise comply with all laws and regulations of such state; and
3. Abide by all of the terms and provisions of this Agreement.
4. This Agreement supersedes and replaces any prior or contemporaneous agreements or understandings, whether oral or written, existing between the parties hereto in reference to the subject matter of authorization and appointment.
5. The Agency or Agent may appoint one or more sub producers to write one or more lines Company Business, provided that Agency or Agent shall be solely responsible for appointing such producers and no sub producer appointed Agency or Agent pursuant to this Agreement shall be authorized to write any lines of Company Business unless and until such sub producer completes the form required by MGA available at https://cowbell.insure/agency_registration/.

SECTION II. – TERM

This Agreement shall commence as of September 10, 2020 (the “Effective Date”) and shall continue in effect until terminated pursuant to Section V below (the “Term”).

SECTION III. - DUTIES OF APPOINTED AGENCY OR AGENT

1. GOVERNING RULES AND LAW. The Agency or Agent appointed pursuant to this Agreement, and any sub producer thereof, agrees to conduct all business operations on behalf of MGA in compliance with the terms of this Agreement, Company Underwriting Manuals (“Underwriting Manuals”), any producer policies and procedures manual (collectively, “Procedures Manual”), all Agent Bulletins (“Bulletins”), and other instructions provided to the Agency or Agent by MGA or Company (all such documents are collectively referred to as the “Documents”), which Documents may be unilaterally supplemented or amended from time-to-time by MGA or Company. It shall be the obligation and responsibility of the Agency or Agent to supervise the actions of its sub producers, agents and employees in order to ensure that all sub producers, agents and employees know, abide by, and comply with all terms and provisions of the Agreement, Documents and applicable law as they currently exist or as they may be subsequently amended or modified. It shall be the obligation and responsibility of the Agency or Agent to otherwise fulfill all of the functions of the Agency or Agent as required by the Agreement with reference to the obligation of the Agency and Agent.

2. BINDING AUTHORITY. The binding authority of the Agency or Agent, and any sub producer thereof, is subject to, and limited by, the authority and procedures for Company Business set forth in the applicable Underwriting Manuals or any of the Documents as such Documents currently exist or as they may be subsequently amended or modified and by applicable state law. Binding authority of agents of the Agency or the Agent ceases at such times as an agent is no longer employed by the Agency or Agent or such agent is not otherwise in full compliance with any provision of this Agreement. Binding authority of sub producers of the Agency or the Agent ceases at such times as a sub producer is longer appointed by an Agency or Agent or such sub producer is not otherwise in full compliance with any provision of this Agreement. All binding authority for Company Business ceases immediately upon termination of this Agreement or suspension of any authorization and/or appointment hereto. Binding authority of the Agency or Agent for any Company Business ceases immediately upon the Agency’s or Agent’s suspension or termination pursuant to this Agreement.

3. PREMIUM SUBMISSION. All premiums and monies received by the Agency or Agent, or any sub producer thereof, for Company Business shall be in the form of credit card (Visa or MasterCard) or money order, cashier’s check, or company or personal check from the insured or another party on the insured’s behalf, made payable to COWBELL INSURANCE AGENCY, LLC and shall immediately be remitted directly to Company processed electronically via the Company’s Policy Administration System and in accordance with the provisions and procedures set forth in the Documents. Agency and Agent, and any sub producer thereof, shall not accept cash as payment without prior written approval from MGA. The Agency or Agent, and any sub producer thereof, may not charge or collect any fee or surcharge, including fees for inspections, from an applicant or insured in excess of the authorized Company premium, surcharge, assessment, or fees, if any. Bank charges for returned checks and applicable credit card fees, if used to collect premiums, are recoverable from the applicant or insured by the Agency or Agent, or any sub producer thereof, only to the extent authorized under applicable state law; however, these charges may not be included as part of the Company premium.

4. APPLICATIONS. The Agency or Agent, as well as any sub producer thereof, in accordance with the procedures established by MGA, shall be responsible for ensuring that all

submitted Company applications are complete and accurate and in compliance with applicable application requirements for that coverage. All applicants shall be furnished a copy of any completed application at the time of the application. All applications are to be submitted via Company's on-line application processing system. Applications will be considered bound only at that time that the applicant and Agency or Agent, and/or a sub producer thereof, have agreed to binding and both parties have attested to the information provided on the application by their respective signatures and applicable premium is received by MGA. Backdating of applications is grounds for immediate termination of this Agreement by MGA.

5. BOOKS AND RECORDS.

(a) The Agency or Agent, and every sub producer thereof, for a period of five (5) years from the date of any document's creation, and for a period of five (5) years after any policy expires, terminates, or is not renewed, or as required by any applicable federal or state law or regulation, whichever is greater, shall maintain legible and accurate copies of all applications and related documents including, but not being limited to, binder logs, policy logs, correspondence, reports, photos, claims information, books, premium payment records, accounts and records and any other documentation, electronic, film or otherwise ("Company Records") used, prepared or obtained by the Agency or Agent or sub producer of the Agency or Agent, and each of their agents and employees in conducting Company Business. The requirements set forth in this section remain in effect for the period of time established regardless of termination of this Agreement by either party.

(b) Company Records for the current year and the prior policy year shall at all times be maintained at the Agency's or Agent's, and, as applicable the Agency or Agent's sub producer's, primary business location. Thereafter, Company Records may be stored outside of the Agency's or Agent's, , and, as applicable the Agency or Agent's sub producer's, primary business location so long as MGA approves, in writing, the relocation of such records.

(c) The Agency or Agent, and any sub producer thereof, at its sole expense, shall immediately comply with any request or requirement to produce, reproduce, copy, deliver, or otherwise make available any or all of Company Records to Company, MGA, or their designee.

(d) The Agency or Agent, and any sub producer thereof, is required to implement and maintain adequate procedures to safeguard the security of, and access to, Company Records or MGA data regardless of the form in which the data is stored.

(e) The Agency or Agent, and any sub producer thereof, shall implement and maintain adequate procedures to safeguard the confidentiality of personal financial information relevant to Company Business, applicants and policyholders as required by the Gramm-Leach-Bliley Financial Modernization Act, 15 U.S.C. § 6801 et seq. ("GLB,") and all applicable federal and state laws.

(f) All policy forms, materials and other supplies furnished to Agency or Agent, or sub producer thereof, by MGA, as well as all policy forms, materials and other supplies furnished by the Agency or Agent to any sub producer thereof ,shall be returned to MGA or accounted for upon demand.

6. ERRORS AND OMISSIONS COVERAGE.

(a) As of the Effective Date, the Agency or Agent shall have an Errors and Omissions and Cyber Insurance policy in full force and effect providing coverage for the Agency or Agent and all of their respective agents and sub producers, in an amount not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate and shall continue to maintain Errors and Omissions coverage with at least the same minimum limits, and rating as set forth in (II) below, during the Term of this Agreement covering the Agency or Agent and, where applicable, appointed agents and sub producers.

(b) The Agency's or Agent's Errors and Omissions coverage shall be issued by an insurer with at least an AM Best 'A-' rating or by an eligible surplus lines insurer with at least an 'A-' rating.

(c) Proof of the Errors and Omissions coverage required by this Agreement shall be provided by the Agency or Agent to MGA on the Effective Date of this Agreement and thereafter upon such policy's renewal and within five (5) days of any request by MGA.

(d) This agreement may be immediately terminated by MGA in the event that the Agency or Agent fails to provide written proof of Errors and Omissions Coverage or otherwise fails to maintain such coverage as required by this Agreement.

7. INDEMNIFICATION.

(a) Without, in any manner, limiting or diminishing MGA's or Company's right to make a claim pursuant to Section 6 of this Agreement, the Agency or Agent does and shall indemnify and hold harmless Company and MGA, their parent, subsidiary, and affiliate companies, and their respective Board Members, shareholders, officers, agents, representatives, employees, designees, committees, and committee members (collectively, the "MGA/Company Indemnified Parties") from any liability, damage, claims, or causes of action with regard to any and all losses, claims, damages, fees, and expenses, including legal or other expenses (including, but not limited to reasonable attorney's fees and costs incurred and all pretrial, trial, post-trial, post-judgment and appellate levels), reasonably incurred or paid by any of the MGA/Company Indemnified Parties on account of any negligent or wrongful act, error or omission of the Agency or Agent, its agents, employees, or representatives in the rendering of services pursuant to this Agreement, or any breach or default hereof (including but not being limited to, failure to remit premiums or other fees or sums due MGA or failure to comply with the provisions of the federal Fair Credit Reporting Act, Gramm-Leach-Bliley Act, or similar state and federal laws);

provided, however, that Agent and Agency shall not be obligated hereunder if the MGA caused or contributed to such claim, cause of action, liability or damage.

(b) MGA shall indemnify and hold harmless the Agency or Agent, its officers and employees (the "Agency Indemnified Parties") from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses (including, but not limited to reasonable attorney's fees and costs incurred at all pretrial, trial, post-trial, post-judgment and appellate levels), reasonably incurred or paid by the Agency Indemnified Parties solely as a result of any negligent or willful misconduct of MGA in the performance of any duty set forth in this Agreement; provided, however, that MGA shall not be obligated hereunder if any of the Agency Indemnified Parties caused or contributed to such claim, cause of action, liability or damage.

8. MAINTAINING AGENCY INFORMATION. The Agency or Agent shall notify MGA within ten (10) business days of any change in the ownership or management of the Agency's or Agent's business operations. Changes include, but are not limited to, any change in the principal agent, officers, directors, and/or managers of the Agency, or changes in physical address, mailing address, e-mail address, phone number(s), and fax number(s), name changes, or changes in the Social Security number, Tax Identification Number, and ownership of the Agency or Agent.

9. COUNTERSIGNATURE. A Power of Attorney is herein created pursuant to this Section. The Agency or Agent acknowledges, authorizes, and grants said Power of Attorney (the "Power") to MGA and, by doing so, expressly authorizes MGA in its sole discretion to countersign, electronically, or otherwise, on behalf of the Agency or Agent, as necessary, all Company policies, endorsements, and renewals, and any other endorsements required as a result of changes in applicable law or the Documents.

10. INDEPENDENT CONTRACTOR RELATIONSHIP. The Agency or Agent acknowledges that, pursuant to this Agreement, an independent service contractor relationship between MGA and the Agency or Agent is established. Nothing contained herein shall be construed as giving rise to an employee/employer, partnership or joint venture relationship between the Agency or Agent or its agents or sub producers and MGA.

11. APPOINTMENT FEES. All statutory or administratively required Agency or Agent appointment fees will be paid by MGA, upon appointment by MGA. Agency or Agent shall be responsible for paying all statutory or administratively required appoint fees of any sub producers of Agency or Agent.

12. TECHNICAL CAPACITY. The Agency or Agent, and any sub producer thereof, is required to implement and utilize, at the Agency's or Agent's, or sub producer's, sole expense, all technology and equipment as required by MGA including, but not being limited to, a working e-mail address and internet access. The failure of an Agency or Agent, or any sub producer thereof, to have, implement or maintain the MGA required technical and technological capacity, or to require its agents to utilize such technical and technological capacity, shall be grounds for MGA to terminate or suspend this Agreement.

13. AGENT'S OR AGENCY'S ACCESS TO MGA. The Agency's or Agent's, or sub producer's, access to MGA will be limited to the systems and methods mutually agreed upon by the parties.

14. REQUIRED NOTIFICATION. Agency or Agent shall advise MGA promptly if the Agent or any officer, director, manager, principal, owner or employee of Agency, or any of the Agency's or Agent's agents or sub producers, are convicted of a felony or are otherwise not in compliance with any provision of this Agreement. To the extent a sub producer of the Agency or Agent is either not in the same office as, or is not under the direct supervision of, the Agency or Agent, the Agency or Agent shall satisfy its obligations under this Section if it uses its best efforts to advise MGA promptly if any of the Agency's or Agent's sub producers that are either not in the same office as or not under the direct supervision of the Agency or Agent are convicted of a felony or are otherwise not in compliance with any provision of this Agreement.

15. EXPENSES. The Agency or Agent shall be responsible for all expenses, fees, taxes or any other charges whatsoever incurred by Agency or Agent or on their behalf with reference to the services of the Agency or Agent pursuant to this Agreement, unless otherwise expressly agreed to in writing by MGA. Every sub producer of the Agency or Agent shall be responsible for all expenses, fees, taxes or any other charges whatsoever incurred by such producer(s) of the Agency or Agent or on their behalf with reference to the services of the sub producer of the Agency or Agent pursuant to this Agreement, unless otherwise expressly agreed to in writing by MGA.

16. BEST EFFORTS. The Agency or Agent agrees that it will, not inconsistent with applicable laws, rules and regulations, use its best efforts to: provide the MGA and the Company with, at minimum, an equal opportunity to market insurance products to policyholders of like quality to those policyholders to whom the Agent markets insurance products for other insurance companies, managing general agencies or underwriters; and ensure that all sub producers of the Agency or Agent to provide the MGA and the Company with, at minimum, an equal opportunity to market insurance products to policyholders of like quality to those policyholders to whom the Agent markets insurance products for other insurance companies, managing general agencies or underwriters. Such best efforts shall include, but not be limited to, providing its insurance agents and producers with training and marketing support with respect to the Company Business that is consistent with the highest level of the training and marketing support provided to such agents and producers with respect to each agent's and producer's other products. In addition, the Agency or Agent will introduce the Company's products, underwriting guidelines, pricing guidelines and systems to sub producers in a manner consistent with the introduction of other insurers' insurance programs. The Agency or Agent agrees to render services, and shall render services, to the best of its professional knowledge, skill and judgment, and in accordance with the level of care required of a professional insurance agent, agency or manager and the applicable provisions of the Documents, the Statute, the Insurance Code and Insurance Regulations as defined in this Agreement, and agrees to use its best efforts to ensure that all sub producers of Agency or Agent, render, to the best of their professional knowledge, skill and judgment, and in accordance with the level of care required of a professional insurance agent,

agency or manager and the applicable provisions of the Documents, the Statute, the Insurance Code and Insurance Regulations as defined in this Agreement.

17. ADVERTISING. The Agency or Agent, and any sub producer thereof, shall not use MGA's, Company's or any of their affiliates' names or logos in any advertising, circular, stuffer, brochure or other promotional material without MGA's prior written consent.

18. PRINCIPAL AGENT RESPONSIBILITY. The Principal Agent of the Agency as designated by the execution of this Agreement shall be responsible for the Agency's or Agent's compliance with and performance of, the obligations as set forth in this Agreement, provided however, that with respect to any sub producer of the Agency or Agent, the Principal Agent of the Agency, as designated by the execution of this Agreement, shall only be responsible for using its best efforts ensure such sub producer's compliance with and performance of, the obligations as set forth in this Agreement. Agency or Agent agrees that its Principal Agent shall ensure the proper use of such information by all of Agency's or Agent's employees and any other party acting on the behalf of the Agency or Agent. Agency or Agent agrees to abide by all applicable laws related to proper notification, ordering, use, disclosure and destruction of records containing personally identifiable information.

SECTION IV. – DUTIES OF MGA

1. COMMISSIONS. MGA shall pay commissions due as a result of the Agency's or Agent's writing of Company Business to the respective appointed Agency or Agent, less any deductions, setoffs, reimbursements, holdbacks or return commissions due from Agency or Agent for any cancellations, endorsements, waived premium or other adjustments. Commissions shall be payable to the Agency or Agent electronically, and in accordance with the applicable provisions of the Documents and this Agreement. MGA reserves the right to withhold and not pay any commission to the Agency or Agent should the Agency or Agent or its employed agent's authority to conduct Company Business be suspended or terminated or should the Agency or Agent not otherwise fully comply with the terms of the Agreement, the Documents or applicable law.

Whenever premium is returned to any policyholder or obligor the Agency or Agent agrees to refund unearned commission at the same rate at which commissions were originally paid to the Agency or Agent, such refund being calculated as of the date such refund is due. If MGA has made any payments on the Agency's or Agent's behalf, the Agency or Agent agrees to refund such monies hereto, to MGA. MGA shall be entitled to set off and retain on a monthly basis any sums owing by Agency or Agent to MGA against any sums due said Agency or Agent from MGA hereunder.

Agency or Agent shall not retain or receive any compensation on any business written in jurisdictions in which Agency or Agent is not licensed, not authorized hereunder or not appointed by MGA.

No commissions will be paid on premiums the Agency or Agent has requested MGA collect or which have been placed in collection.

2. COMMISSION STATEMENTS. MGA shall issue electronic commission statements to the Agency or Agent within five (5) business days after the last day of each calendar month detailing the Agency's or Agent's policy and commission activity for each line of Company Business for all policies issued during the previous calendar month. The statements shall include identification of the policies issued or renewed, premiums written, total collected written premium, commissions due hereunder, and the amount due the Agency or Agent (or amounts due MGA or otherwise withheld by MGA). Agency's or Agent's failure to pay any amount due MGA pursuant to such commission statements may result in immediate termination of this Agreement by MGA.

3. AGENCY OR AGENT RESPONSIBILITY. As a material inducement for entering this Agreement, Agency or Agent hereby warrants and represents that it, and all of its sub producers, are authorized and entitled to receive all fees, commissions and other sums that may be payable hereunder by MGA and that Agency or Agent possesses and shall maintain for as long as this Agreement is in effect, all licenses that may be required to accept and receive such compensation. Agency or Agent shall be solely responsible for any payment which may be due to an agent or sub producer for any commission or other sum and shall indemnify and hold MGA and Company harmless for any claims, demands, actions, payments, expenses, attorney's fees and costs (at all pretrial, trial, appellate, and post-judgment levels), and liability for any such commission or payment demanded or claimed by any agent, employee, or representative of the Agency or Agent.

4. MGA FORMS. MGA will prepare such documents and forms as may be required to produce Company Business. Such forms and documents shall be available to the Agency or Agent on the MGA or Company Website and shall be utilized by the Agency or Agent, and all sub producers thereof, pursuant to the Documents.

SECTION V. – TERMINATION AND SUSPENSION

1. TERMINATION.

(a) **Termination without Cause.** This Agreement may be terminated by the Agency, Agent or MGA at any time upon at least sixty (60) days advance notice, which notice shall be in writing via certified mail, return receipt requested. The effective date of any such termination shall be as stated in the notice.

(b) **Termination for Cause.** Notwithstanding any other provisions herein concerning termination and in addition to any other termination provision set forth in this Agreement, this Agreement and the authorization and/or appointment of the Agency or Agent, as applicable, may be terminated by MGA immediately and without notice or right to cure, upon the occurrence of any one of the following events:

(1) The termination, suspension, dissolution or withdrawal by MGA or Company from any state in which the Agency or Agent is appointed by MGA or Company, or any state in which a sub producer of the Agency or Agent is appointed by the Agency or Agent; or

(2) The termination, revocation or suspension by any governmental or regulatory entity of any state(s) in which Agency or Agent, or any sub producer thereof, does business with MGA of the authority of the Agency or Agent or any agent in their employ, or any sub producer of the Agency Agent or any agent in such sub producer's employ, to place Company Business with MGA or Company; or

(3) The expiration or other loss of Agency's or Agent's license or any license held by any agent, sub producer, officer, director, principal or manager of the Agency or Agent in any state(s) in which Agency or Agent does Business with MGA; or

(4) Failure of the Agency or Agent to remit all premiums and/or fees collected on behalf of MGA or Company; or

(5) The Agency's or Agent's transfer of all, or substantially all, of its Business; or

(6) The Agency or Agent, or any sub producer thereof, becomes subject to any insolvency, bankruptcy, or financial recognition proceeding, or makes an assignment of all or substantially all of its assets for the benefit of creditors; or

(7) The failure of the Agency or Agent, or any sub producer thereof, to cooperate in the use, disclosure or production of Company or MGA Records; or

(8) The occurrence of any event or events which, in the sole discretion of MGA, constitutes either: (a) a material impairment to an Agent's, the Agency's or any sub producer of the Agency or Agent's ability to properly render those services and fulfill those obligations as required of the Agency or Agent, or any sub producer thereof, under this Agreement; or (b) conduct evidencing an inability, failure or refusal of the Agency or Agent, or any sub producer thereof, to abide by the terms and provisions of this Agreement; or

(9) Failure of Agency or Agent, or any sub producer thereof, to follow established guidelines and procedures as contained in any Company manual, directive and bulletin or any of the Documents; or

(10) Failure of the Agency or Agent to maintain Errors and Omissions coverage in accordance with the provisions of this Agreement; or

(11) The hypothecation, pledge, assignment or other encumbrance by the Agency or Agent of commission paid to it, or the right to future commission payments to Agency or Agent pursuant to this Agreement.

2. SUSPENSION. Upon the occurrence of any act, default, breach or omission that could constitute grounds for termination of this Agreement or the Agency or Agent's authorization and/or appointment in accordance with Section 5.1, in lieu of terminating this Agreement, MGA may, at its sole discretion, suspend for a stated period the authority of the Agency or Agent, and/or any sub producer thereof, to bind new Company Business or to write new MGA applications. During this suspension, if Agency or the Agent, or any sub producer thereof, binds new Company Business or writes a new MGA application, whether directly or indirectly through another agent, MGA may immediately terminate: the Agency's or the Agent's authority and/or appointment.

3. LIMITED AGENCY OR AGENT AUTHORITY. As a further alternative to termination of this Agreement, MGA may in its sole discretion, but is not required to, grant an Agency or Agent, or any sub producer thereof, a limited authority to service and renew existing policies, execute endorsements and undertake such other Agency or Agent function, or any other functions of a sub producer of Agency or Agent, as may be authorized by MGA in its sole discretion. The grant of limited authority by MGA shall not include the authority for the Agency or the Agent, or any sub producer thereof, to write new Company Business and such limited authority shall be conducted by the Agency or the Agent, or any sub producer thereof, in accordance with all other applicable provisions of this Agreement and the Documents and subject to any other standards, requirements, or rules determined by MGA, in its sole discretion.

4. ADMINISTRATIVE PAYMENT. In addition to any other rights of MGA set forth herein or in the Documents, MGA may require payment by the Agency or the Agent of an amount not to exceed the gross amount of any commission derived by the Agency or the Agent on any Company policy or policies written or bound in violation of this Agreement or the Documents or applicable law by the Agency or Agent, and/or any sub producer thereof. Failure of the Agency or the Agent to make such payment upon written demand by MGA is grounds for immediate termination of the Agreement by MGA.

SECTION VI. – GENERAL PROVISIONS

1. CONTROLLING LAW AND VENUE. Any matters related to or arising under this Agreement shall be controlled and be subject to the laws of the state of California. Venue for any legal proceeding arising out of or in any way connected with this Agreement or the performance of the parties hereunder shall be exclusively in the federal and state courts situated in ALAMEDA COUNTY, CALIFORNIA.

2. ENTIRE AGREEMENT. This Agreement supersedes and terminates all prior agreements between the parties. This Agreement, together with all Schedules hereto, which Schedules are incorporated herein by reference and adoption, constitute the sole and entire Agreement setting forth the benefits and obligations of the parties hereto with respect to the subject matter thereof.

3. AMENDMENT AND MODIFICATION. This Agreement may not be modified except in writing signed by the parties hereto. However, the parties acknowledge that MGA may, from time to time, unilaterally adopt requirements and/or standards applicable to

Agencies and Agents, and any sub producers thereof, which requirements and/or standards shall be adhered to and enforced by Agencies and Agents, and any sub producers thereof, and be deemed incorporated into this Agreement and shall be deemed as a part of the Documents, as defined and referred to herein.

4. SURVIVAL OF OBLIGATIONS. The parties hereto acknowledge that they shall continue to be bound by, and shall perform, subsequent to the termination or expiration of the Agreement, all of the obligations set forth herein necessary to fulfill the obligations of the parties pursuant to this Agreement.

5. SEVERABILITY. In the event any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement not held otherwise unenforceable shall be deemed valid and enforceable.

6. WAIVER. The failure of MGA to take any action, or to delay taking any action, respecting any default by the Agency or the Agent or any other MGA right hereunder shall not be deemed to constitute a waiver of the default, any subsequent default, or any other right hereunder or an amendment to this Agreement.

7. HEADINGS. The section and paragraph headings herein are for convenience of reference only and do not define or limit any of the provisions hereof.

8. CONSIDERATION. All parties to this Agreement do acknowledge that there is good and valuable consideration for the undertakings and obligations set forth herein.

9. REMEDY. Subject to the provisions of the Documents, all parties shall have all remedies available according to the laws of the State in which the Company Business is produced hereunder.

10. ADVERTISING. The Agency or the Agent, and any sub producer thereof, shall not use MGA's, Company's, or any of their affiliates', names or logos in any advertising, circular, stuffer, brochure, or promotional material without MGA's prior written consent. MGA shall not use the Agency's, Agent's, or any of its affiliates', names or logos in any advertising, circular, stuffer, brochure, or promotional material without the Agency's or Agent's prior written consent.

11. CONFIDENTIALITY. The term "Confidential Information" shall mean this Agreement, the Documents, and all data, trade secrets, business information, and other information of any kind whatsoever that a party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of MGA and/or Company, to the Agency or the Agent, or its customers, employees, third-party vendors or licensors. Confidential Information includes Customer Information, as defined below. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or otherwise.

MGA acknowledges that Agency or Agent and its agents and sub producers have a responsibility to their customers and other consumers using its services to keep information it has received or produced about their usage of its services and about their accounts (“Customer Information”) strictly confidential. Each of the parties to this Agreement, as Recipient, hereby agrees that it will not, and will cause its employees, officers, directors or sub producers, agents, consultants, affiliates and independent contractors not to, disclose Confidential Information of the other party or use Confidential Information, including Customer Information, during or after the Term of this Agreement, other than on a “need to know” basis and then only: (a) to affiliates of Discloser; (b) to Recipient’s employees or officers; (c) to affiliates of Recipient, its independent contractors at any level, agents and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; or (d) as required by law or as otherwise expressly permitted by this Agreement. Recipient shall not use or disclose Confidential Information of the other party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the other party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care.

Recipient shall notify Discloser of any actual or threatened requirement of law or legal process to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall assist and cooperate with Discloser’s reasonable, lawful efforts to resist, limit or delay disclosure. Such requirements include, but are not limited to, requests or demands for Confidential Information by banks or insurance examiners and regulators, or courts of competent jurisdiction.

The Recipient agrees that Confidential Information shall remain confidential and shall not be used or disclosed to any third party other than to perform the business of insurance as permitted by law and pursuant to this Agreement. In the event the Recipient intends to disclose Confidential Information, the Recipient agrees to provide affected customers and/or consumers with the required legal notice and an opportunity to tell the Recipient that they do not want the receiving party to share the information.

The Recipient acknowledges and agrees that any violation of this Section shall cause immediate and irreparable harm to the Discloser and, in addition to any other available rights and remedies, the Discloser shall be entitled, without the necessity of posting bond or other security, to immediate injunctive and other relief to prevent the further use and disclosure of the Confidential Information. This Section shall survive any termination or expiration of this Agreement. The equitable relief herein is in addition to and not in lieu of any other remedies available at law.

12. WEBSITE. Agency or Agent agrees to adhere to the terms and conditions governing Agency’s or Agent’s use of any existing MGA or Company website or any website MGA or Company may own, make available, operate, acquire, use from time to time, create or sponsor in the future, and any services available under such websites. Agency or Agent agrees to use its best efforts to ensure that all sub producers of Agency or Agent adhere to the terms and

conditions governing such sub producer's use of any existing MGA or Company website or any website MGA or Company may own, make available, operate, acquire, use from time to time, create or sponsor in the future, and any services available under such websites.

13. NOTICES. Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein, or as may otherwise be required or necessitated by this Agreement, shall be given as provided for herein, and if not specifically provided, such actions may be undertaken in writing and sent via facsimile, hand delivery, overnight carrier, or by registered or certified mail and shall be addressed or delivered as follows:

As to MGA:

COWBELL INSURANCE AGENCY, LLC
Attention: VP, Insurance Products

As to the Authorized and, where applicable, Appointed Agency or Agent:

Agency Name: Independent Market Solutions LLC

Attn: (principal agent): Richard Sweat

Address: 6675 Westwood Blvd, #360, Orlando, FL 32821

Phone Number: 321-202-2664

Fax: 888-876-7544

Email: rsweat@sjig.com

Notices sent by hand delivery or facsimile transmission shall be deemed effective on the date of hand delivery or confirmed facsimile transmission. Notices sent by overnight courier shall be deemed effective on the next business day after being placed into the hands of the overnight courier. Notices sent by registered or certified mail shall be deemed effective on the third (3rd) business day after being deposited into the post office.

14. OWNERSHIP OF EXPIRATIONS. Following the Termination of this Agreement, the Agency or Agent having promptly accounted for and paid over to MGA premiums and other sums for which Agency or Agent is liable, the records, use and control of expirations, shall remain the property of Agency or Agent and be left in the undisputed possession of Agency or the Agent. "Expirations" means all records and information pertaining to customers, and the right, to the exclusion of the other party to this Agreement, to solicit renewals and new business from such customers. MGA and Company shall retain all policies until such time as natural expiration of the existing policy occurs. In the event the Agency or Agent has failed to account for, or promptly pay to MGA, all premiums and other sums due hereunder, or has breached or is in default under this Agreement, said Expirations shall be the sole and exclusive property of MGA and Agency or Agent shall take any and all action necessary to effect such rights and interests of MGA.

15. MEDIATION/ARBITRATION. If the parties are unable to resolve a dispute arising out of or relating to this Agreement, the parties will in good faith attempt to resolve such

dispute through non-binding mediation before a mediator acceptable to both sides, provided, however, a dispute relating to infringement of intellectual property rights or confidentiality shall not be subject to this provision.

Any controversy or claim, other than those specifically excluded, between or among the parties not resolved through mediation under the preceding provision, shall at the request of a party be determined by binding arbitration. The arbitration shall be conducted by one independent arbitrator who shall be a retired judge or attorney practicing in the areas of insurance and information technology law, as applicable. The Arbitration shall be held in Alameda County, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party may serve a single request for production of documents. If disputes arise concerning these requests, the arbitrator shall have sole and complete discretion to determine the disputes. The arbitrator shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. The arbitrator shall follow the law in reaching a reasoned decision and shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for their decision. The arbitrator shall reconsider the decision once upon the motion and at the expense of a party. The Section of this Agreement entitled “Confidentiality” shall apply to the arbitration proceeding, all evidence taken, and the opinion, which shall be Confidential Information of both parties. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction.

No provision of this Section shall limit the right of a party to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration for matters or claims based on an allegation of irreparable harm and the need for injunctive relief. The exercise of a remedy does not waive the right of either party to resort to arbitration. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of either party to submit the controversy or claim to arbitration if the other party contests such action for judicial relief.

If either party commences legal or arbitral proceedings to enforce the provisions of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover, from the other party, reasonable costs incurred in connection with such enforcement including, but not limited to, attorneys’ fees (at all pretrial, trial, post-trial, post-judgment, and appellate levels), expenses, and costs of investigation, litigation, arbitration, appeal, and collection.

16. PRINCIPAL AGENT RESPONSIBILITY. The Principal Agent of the Agency or Agent as designated by the execution of the Agreement shall be responsible for the Agency’s or Agent’s compliance with, and performance of, the obligations as set forth in this Agreement. With respect to any sub producer of the Agency or Agent, the Principal Agent of the Agency or Agent, as designated by the execution of the Agreement, shall only be responsible for using its best efforts to ensure such sub producer’s compliance with, and performance of, the obligations as set forth in this Agreement. The responsibilities undertaken in this Section by the Principal Agent for Agency or Agent, as designated by the execution of the Agreement, shall not

constitute or be construed as any type of personal guaranty or similar such promise by such Principal Agent.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

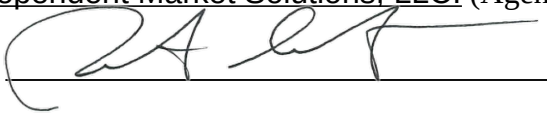
COWBELL INSURANCE AGENCY, LLC

By: Trent Cooksley

Name: Trent Cooksley

Title: COO

Independent Market Solutions, LLC. (Agency)

By: 

Name: Richard Sweat

Title: Agent in Charge
(Agency Principal)

#2114498.v4

Agency NPN: 17610196

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Upload your Cyber Policy



TRANSACTION DETAILS

Reference Number
C47DDA6F-0F0C-4502-BC97-753BBA50F0CC

Transaction Type
Signature Request

Sent At
09/10/2020 17:11 EDT

Executed At
09/10/2020 19:15 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
23907c414f749ea37d25b92c084dc243dcb7a66a4020cac41c895b1e9347912

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Cowbell Ims Mga Authorization And Appointment Agreement 7 2020 1

Filename
cowbell_ims_mga_authorization_and_appointment_agreement_7_2020_1_.docx


Pages
15 pages

Content Type
application/vnd.openxmlformats-officedocument.wordprocessingml.document

File Size
38.9 KB

Original Checksum
6198ec0360310ea3c88697d7dd914ae2eb9c1445d8f6d2ac9fefc45bc7dfd1a9

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Trent Cooksley	Status signed	Viewed At 09/10/2020 19:12 EDT
Email trent@cowbellcyber.ai	Multi-factor Digital Fingerprint Checksum a9fc8874c215d97210a877fc113ffbd2397cf308097ab4059a31973385f920bd	Identity Authenticated At 09/10/2020 19:15 EDT
Components 3	IP Address 66.37.226.226	Signed At 09/10/2020 19:15 EDT
	Device Firefox via Windows	
	Typed Signature 	
	Signature Reference ID 648FC7CD	

AUDITS

TIMESTAMP	AUDIT
09/10/2020 19:15 EDT	Trent Cooksley (trent@cowbellcyber.ai) signed the document on Firefox via Windows from 66.37.226.226.
09/10/2020 19:15 EDT	Trent Cooksley (trent@cowbellcyber.ai) authenticated via email on Firefox via Windows from 66.37.226.226.
09/10/2020 19:12 EDT	Trent Cooksley (trent@cowbellcyber.ai) viewed the document on Firefox via Windows from 66.37.226.226.
09/10/2020 17:11 EDT	Trent Cooksley (trent@cowbellcyber.ai) was emailed a link to sign.
09/10/2020 17:11 EDT	Dan Law (dan@cowbellcyber.ai) created document 'cowbell_ims_mga_authorization_and_appointment_agreement_7_2020_1_.docx' on Chrome via Windows from 73.12.247.198.