



Trusted Choice® Pledge of Performance & License Agreement

IIANC Membership includes participation in the Trusted Choice® branding program. Trusted Choice® is the national marketing and brand created exclusively for the Big “I” members to help consumers understand the value that an independent agent offers to highlight your strengths: Choice, Customization and Advocacy. Upon submission of your IIANC membership application/dues and agreement to adhere to the License/Pledge of Performance, your agency will have access to the marketing tools available through Trusted Choice®

Pledge of Performance

Trusted Choice® agencies are insurance and financial services firms whose access to multiple companies and commitment to quality service enable us to offer our clients competitive pricing, a broad choice of products and unparalleled advocacy.

As a Trusted Choice® agency, we are dedicated to you and are committed to treating you as a person, not a policy. This commitment means we shall:

- Work with you to identify the insurance and financial services that are right for you, your family or your business and use our access to multiple companies to deliver those products
- Guide you through the claims process for a prompt and fair resolution of your claim.
- Help you solve problems related to your coverage or account
- Explain the coverages and options available to you through our agency, at your request.
- Return your phone calls and e-mails promptly and respond to your requests in a timely manner.
- Provide 24/7 services for our customers, offering any or all of the following: emergency phone numbers, Internet account access, e-mail and call center services.
- Use our experience and multiple company relationships to customize your coverage as needed.
- Commit our staff to continuing education so they may be more knowledgeable in serving you.
- Treat you with respect and courtesy.
- Conduct our business in an ethical manner.

We pledge this to you, our clients and ask that you let us know if we fail to meet our commitment, so we may take corrective action.

License Agreement

IMPORTANT NOTE: Please read the License Agreement below to determine your agency's acceptance of it. If your agency rejects the License Agreement, your agency will not be a participant in Trusted Choice®, and no license is granted to use the Trusted Choice® mark or otherwise participate in Trusted Choice®. The License Agreement can be rejected either by emailing trustedchoice@iiaba.net or notifying IIANC. IF YOUR AGENCY DOES NOT REJECT THE LICENSE AGREEMENT AS DESCRIBED ABOVE, YOUR AGENCY WILL BE DEEMED TO HAVE ACCEPTED IT AND WILL BE A PARTICIPANT IN TRUSTED CHOICE®.

This License (“Agreement”) is made between Trusted Choice®, Inc. (“Trusted Choice®”) and the independent insurance agency (“Licensee”) for Licensee to participate in the Trusted Choice® Program (“Program”). BY AGREEING TO THIS LICENSE AGREEMENT, LICENSEE EXPRESSLY AGREES TO BE BOUND BY ALL TERMS OF THIS AGREEMENT.

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, non-assignable, non-sublicenseable, 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 & Brokers of America, Inc. (“IIABA”); (B) Licensee shall comply with all terms and conditions of this Agreement, including, without limitation, all documents incorporated by reference into the Agreement; (C) Licensee will provide accurate and complete information on its Trusted Choice® profile, including, without limitation, Licensee’s legal name, address, telephone number, and email address; and (D) the person deciding to enter into this Agreement on behalf of Licensee is fully authorized to do so.

3. Pledge of Performance Licensee agrees to the Pledge of Performance, accessible above or at www.trustedchoice.com/agents and incorporated herein by reference.

(License Agreement Continued)

4. Acceptable Trademark Rules Licensee agrees to abide by all terms and conditions of the Trusted Choice® Logo Rules, accessible at www.trustedchoice.com/agents 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 IIBA 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 arising out of or related to Licensee's use of the Mark or Licensee's action as a participant in the Program (collectively "Claims"). 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 acquire the rights under this Agreement reflects the fair market value of any materials and services offered or provided and is non-refundable; (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.