

INTERNAL USE ONLY								
Under Insurance Nation EIN								

Agency Network Application													
Please note: The information submitted to Insurance Nation will be kept confidential and will only be used in the selection process for all													
potential candidates. You may attach any additional information to this application.  Personal Information													
Name:	First				Middle			-	L	ast			
Dunings /									l la	: 1 /	4		Vaa
Business/ Agency Name:										int Ven s, a copy			Yes No
Agency Name.											I be needed		110
Social					EIN:								
Security:													
Home Phone:					Emai	l:							
Home	Stree	t			<u> </u>	APT		City		State	Zip C	ode	
Address:													
Date of Birth:			Pla	ace (	of Birth	າ:							
Do you own or rent your home?			□ Ov	vn	Are y	ou a l	JS C	Citizen?		Yes			
	ı		□ Re	ent						No			
Agency Phone:					Agency Fax:								
Agency	Street				Suite City					State	Zip C	ode	
Address:													
How did you hear about the Insurance Nation Agency Network Agreement Opportunity?													
What attracted you to the idea of the Insurance Nation Agency Network Agreement?													
To Be Filled Out by Insurance Nation													
Agent in Char	rge (/	AIC):		_	-								
	T		Pro	fess	sional	<u>Inforr</u>			<u> </u>				
Occupation:							Pos	sition:					
Name of Compa	ny:				Number of			□ 1					
							Yea	ars:		□ 2 □ 3+			
4 Year bachelor's Degree:	Year bachelor's ☐ Yes Name of Institution:												
Dogroo.													
Do you own any other businesses?													
□ No Business:													

References											
Reference Type:  □ Personal	Name			Relationship Phone Number							
☐ Professional	Street				AP	Γ	Ci	ty	State	Zip Code	
Reference Type:	Name			Re	Relationship			Phone Number			
☐ Professional	Street				AP	Ci	ty	State	Zip Code		
Financial Information											
Liquidity of \$100K+			□ Yes □ No								
Total Tangible Asse (real estate, vehicles, business											
Total Assets:											
Total Liabilities:											
Total Net Worth: (Total Assets – Total Liabilities	s)										
Are you planning to finance the investment? ☐ Yes ☐ No											
Profit/Lost for the last 2-3 Years:											
					I Informati	on					
Do you have previous management experier			Yes No	Please	e describe:						
Do you have previous experience in the insu industry?			Yes No	Please	e describe:						
Do you have an active compete in place?	e non-		Yes No								
Do you have an Opera Agreement or Share H Agreement in effect?											
Will you be managing day-to-day operations business?			Yes No	If not, do you have someone in mind? ☐ Yes Please describe:							
Do You Currently Hav Office Location:	e an		Yes No	Please describe:							
Total number of curre past clients :	nt and			Please	e describe:						
. ,			Yes No	Number of Employee(s):				□ 1 □ 2 □ 3+			

Acknowledgement								
I certify the above answers are accurate to the best of my knowledge. To further evaluate my								
qualifications I hereby authorize Insurance Nation to obtain a credit report, background								
investigation, and contact references.								
Applicant Signature:			Date:					
-								
Thank you for your interest in Insurance Nation. Please scan the completed application and email								
to anadmin@insurancenation.com								
If you have any questions please contact us								
anadmin@insurancenation.com 305-412-2205 www.insurancenation.com								
12005 SW 117 <sup>th</sup> Ave Miami, FL 33186								

This Mutual Nondisclosure Agreement (the "Agreement") is made as of \_\_\_\_\_\_ ("Effective Date") by and

between **Consolidated Insurance Nation, Inc. d/b/a Insurance Nation**("Company") and \_\_\_\_\_("AGENT").

**1. Purpose.** AGENT and Company wish to discuss a business relationship (the "Relationship") in connection with which each party may disclose its Confidential Information (as defined below) to the other. This Agreement is intended to allow the parties to discuss and evaluate the Relationship while protecting each party's Confidential Information against unauthorized use or disclosure.

#### 2. Definition of Confidential Information.

- 2.1. "Confidential Information" means any non-public information which is designated in writing or orally to be confidential, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered to be confidential.
- 2.2. Exceptions. Notwithstanding the above, Confidential Information does not include information of the other which the receiving party can prove (i) is at the time of disclosure publicly available without breach of this Agreement; (ii) was known to the receiving party, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party and by employees of the receiving party who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the mandatory and binding order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

# 3. Protection of Confidential Information

- 3.1. <u>Restricted Use</u>. AGENT and Company each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship.
- 3.2. <u>Nondisclosure</u> Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Relationship, and who (i) have executed written agreements, or (ii) are subject to mandatory professional confidentiality

regulations, obligating them to protect Confidential Information in a manner substantially similar to this Agreement.

3.3. <u>Degree of Care</u>. Each party agrees that it shall exercise the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care, to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention.

### 4. Term

This Agreement will terminate 2 years from the Effective Date. The parties' obligations of confidentiality under this Agreement shall survive any termination of this Agreement for a period of 3 years.

# 5. Return of Materials

Any materials or documents that have been furnished by one party to the other in connection with the Relationship, as well as all copies thereof, shall be either promptly returned by the receiving party, or destroyed, in each case within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the delivery of a written request of the disclosing party. Upon request of the disclosing party, the receiving party will certify in writing that it has complied with the provisions of this Section 5.

## 6. Remedies

AGENT and Company each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. AGENT and Company each expressly agree that due to the unique nature of the disclosing party's Confidential Information, monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, AGENT and Company each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief.

## 7. General

7.1. <u>No Representation or Warranty</u>. CONFIDENTIAL INFORMATION MADE AVAILABLE IS PROVIDED "AS IS," AND DISCLOSER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING,

**REPRESENTATIONS** WITHOUT LIMITATION, OR WARRANTIES OF ACCURACY, COMPLETENESS. PERFORMANCE. FITNESS FOR **PARTICULAR** PURPOSE. MERCHANTABILITY. TITLE AND NONINFRINGEMEN.T

- 7.2 <u>No Rights Granted</u>. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright, trademark or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship.
- 7.3. <u>Successors and Assigns</u>. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party
- 7.4. <u>Severability</u>. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.
- 7.5. <u>Jurisdiction</u>; <u>Governing Law</u>. The parties expressly agree that exclusive jurisdiction for any claim or dispute relating in any way to this Agreement resides in the courts of Dade County, Florida, and agree and expressly consent to the exercise of personal jurisdiction in the courts of the forum of the non-moving party. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law.
- 7.6 Notices. All notices and other communications shall be in writing, and shall be deemed sufficiently given or furnished if delivered by personal delivery, by facsimile with acknowledgement report, by delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, to each party at the address specified on the first page hereto. Any such notice or communication shall be deemed to have been given upon receipt. In the case of AGENT, notice shall also be given to it via email.
- 7.8. Amendment and Waiver. Any term of this Agreement may be amended with the written consent of all parties. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

- 7.10. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- 7.11. Entire Agreement. This Agreement is the product of both of the parties hereto and constitutes the entire agreement between such parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled

Consolidated Insurance Nation, Inc. d/b/a Insurance Nation

The parties have executed this Mutual Nondisclosure Agreement as of the Effective Date.

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(print)

Title: