

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 SIGNING, LICENSEE EXPRESSLY AGREES TO BE BOUND BY ALL TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL TERMS OF THIS AGREEMENT, 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 and Brokers 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 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.

Signature: _____

Agency Name: _____



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.



Independent Insurance Agent

Where to Find it – A Resource Guide to Trusted Choice® Benefits

Benefit #1 – Licensed Use of the Trusted Choice® Logo and Pledge of Performance

- **Trusted Choice® Logo and Logo guidelines:** go to www.trustedchoice.com/agents, mouse over the 'Logos/Pledge' tab until the dropdown menu is revealed, in the dropdown click on either 'Logo Examples' for logos OR 'Logo Rules' for guidelines
- **Pledge of Performance:** go to www.trustedchoice.com/agents, mouse over the 'Logos/Pledge' tab until the dropdown menu is revealed, click on 'The Pledge of Performance' in the dropdown
- **Value of the Pledge,** including ideas for the **24/7** pledge point: go to www.trustedchoice.com/agents, mouse over the 'Logos/Pledge' tab until the dropdown menu is revealed, click on 'The Value of the Pledge' in the dropdown

Benefit #2 – National Advertising and Public Relations Exposure

- **National Ad schedule:** go to www.trustedchoice.com/agents, mouse over the 'Advertising' tab until the dropdown menu is revealed, in the dropdown click on 'Ad Flight Schedules'; click on the article 'Ten Tips for Creating a Media Plan'
- **Facebook presence:** go to www.facebook.com/trustedchoice

Benefit #3 – Customizable Advertising Materials

- **Creating a media plan:** go to www.trustedchoice.com/agents, mouse over the 'Advertising' tab until the dropdown menu is revealed, in the dropdown click on 'Advertising Articles'; click on the article 'Ten Tips for Creating a Media Plan'
- **Trusted Choice® tag-able TV, radio, billboard and print ads:** go to www.trustedchoice.com/agents, mouse over the 'Advertising' tab until the dropdown menu is revealed, in the dropdown click on the advertising media is of interest

Benefit #4 – Inclusion in the Agency Locator on the Trusted Choice® Consumer Website

- **Viewing your agency profile on the Trusted Choice® agency locator:** go to www.trustedchoice.com, enter your zip code in 'Find an Agent' and click 'Go'
- **Creating/Updating you agency profile for the Trusted Choice® agency locator:** go to www.trustedchoice.com/agents and click on 'Updating your company profile'

Benefit #5 – Informative Consumer Articles

- **Consumer oriented articles (content) for use in newsletters, website and Facebook:** go to www.trustedchoice.com/agents, mouse over the 'Public Relations' tab until the dropdown menu is revealed, in the dropdown click on 'Public Relations Articles'

Benefit #6 – Customizable Press Release Templates

- **PR – press release templates:** go to www.trustedchoice.com/agents, mouse over the 'Public Relations' tab until the dropdown menu is revealed, in the dropdown click on 'Press Release Templates'

Benefit #7 – Syndicated Content Feed on Website

- **Automatic content feed for website (RSS feed):** go to www.trustedchoice.com/agents; see information on the home page, including the RSS script
- **Current RSS feed content (text only):** go to http://www.cevadopartners.com/index.php?page_id=500
- **Sample website containing RSS feed (integrated into the feel of the site):** go to http://afsinsurance.com/news_307.html

Benefit #8 – Trusted Choice® Company Partners

- **List of company partners:** go to www.trustedchoice.com/agents, click on the 'Companies' tab; scroll down
- **Company co-op funds:** go to www.trustedchoice.com/agents, mouse over the 'Advertising' tab until the dropdown menu is revealed, in the dropdown click on 'Advertising Articles'; click on the article 'Leveraging Company Co-Op As Dollars'

Benefit #9 – Marketing Reimbursement Program (MRP)

- **Marketing Reimbursement Program (MRP) complete details:** go to www.trustedchoice.com/agents and click on the link on the home page OR go to www.trustedchoice.com/mrp
- **Getting MRP reimbursement for adding the logo and pledge to your website:** go to www.trustedchoice.com/agents and click on the link on the home page (OR go to www.trustedchoice.com/mrp); click on 'MRP Guidelines'

Getting the Trusted Choice® Brand Started in your Agency

- **Zoom in on Branding guide:** go to www.trustedchoice.com/agents, mouse over the 'Branding Basics' tab until the dropdown menu is revealed, click on 'Zoom in on Branding' in the dropdown (available on the page are a PowerPoint and the individual phases in PDF format)
 - Phase 1: Getting Started: Educating and engaging your agency personnel and forming a brand team.
 - Phase 2: Evaluate Your Brand: Review your agency's current image in the marketplace.
 - Phase 3: Redefine Your Brand: Develop a brand promise and examine your agency's brand identity
 - Phase 4: Integrate Trusted Choice®: How your agency can benefit from this national brand.
 - Phase 5: Rethink Your Infrastructure: Review products, services, workflows, employees & technology.
 - Phase 6: Create a Marketing Strategy: Develop a comprehensive marketing plan.
 - Phase 7: Direct Marketing: Begin branding promotions with a direct marketing campaign.
 - Phase 8: PR & Special Events: Learn to utilize "free media," both in print and broadcast, to tell your story.
 - Phase 9: Print, Web & Outdoor Advertising: Make the biggest impact for the smallest amount of money.
 - Phase 10: Broadcast Advertising: Advertise wisely and effectively on both radio and television.
- **Member branding checklist:** go to www.trustedchoice.com/agents, mouse over the 'Branding Basics' tab until the dropdown menu is revealed, click on 'Branding Articles' in the dropdown; under the 'Live the Brand' headline, click on 'Branding Checklist'
- **Live the Brand guide:** go to www.trustedchoice.com/agents, mouse over the 'Branding Basics' tab until the dropdown menu is revealed, click on 'Branding Articles' in the dropdown; under the 'Live the Brand' headline, click on the 'Live the Brand guide'