

Agent Agreement

2.01 Revised October, 9th 2002

Welcome to SAS, Inc. Insurance Website Hosting and Development services in partnership with The Kennedy Group, Inc. (TKG) Managing General Agent. Read this carefully before submitting the application (the "Application") for services described in the Agent Agreement (the "Agreement"). This is a binding agreement between the individual or entity (you, Agent) submitting the Application and SAS, Inc. (Web Hosting Company) and TKG, both Wisconsin corporations having its principal offices at 462 Midland Rd., Janesville, WI 53546. This Agreement governs your purchase and use of all Web Hosting Services (the "Services") as described in Attachment "[Website Access Agreement](#)". BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, AND/OR REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. SAS, Inc. may modify any of the terms and conditions contained in this Agreement and any policy or guideline incorporated by reference, at any time in its sole discretion and may also determine whether and when the modifications apply to existing or future customers. Any modifications are effective upon posting of the revisions on the www.SAS-IT.com website (the "site"). SAS, Inc. will post a notice of modifications to this agreement on the Site for 30 days. SAS, Inc., may post modifications to referenced policies and guidelines modifications constitutes your acceptance of the modifications.

1. Definitions.

"[Insurance Company](#)" means each insurance company 1. TKG represents for the sale of one or more Online Products or other insurance products ("Other Products"), and 2. With whom the Agent has been appointed.

"[Online Product](#)" means any insurance product or policy sold by an insurance company for which an insurance application may be made online only through the SAS-IT or Agent(s) Website. TKG has the unilateral right to select the insurance policies and products which may be offered and may add or delete insurance policies and products at any time.

"[Agent](#)" is you and the SAS, Inc. template website with the domain name specified in your receipt of purchase.

"[Subagent](#)" is an Agent that you have signed up underneath you. This is not a pyramid program, which means you can only have one level of Subagents. Whoever you recruit is underneath you, whoever your Subagents recruit is underneath them not you.

"[Online Sale](#)" means the sale by an Insurance Company of an Online Product pursuant to an insurance application submitted online by consumers through the SAS Website or Agent(s) Website.

"[Person](#)" means an individual, corporation, partnership (general or limited), Limited Liability Company, business trust, association or other entity.

2. Agency Appointment.

Agent is appointed to solicit applications for the Online Products offered by each Insurance Company and Other Products authorized by TKG, all identified on the Agent website, in state(s) in which Agent is licensed.

A license application, in the form attached, for Agent and Agent must complete each insurance company whose online products will be sold by Agent, Agent must provide a copy of Agent's current insurance license(s) to TKG prior to payment of any Commission compensation to Agent. In states where agent is not licensed to sell, clients will be referred to a TKG owned direct website. Agent agrees not to give advice, quotes, or recommendations in states in which agent is not licensed. It is Agents responsibility to complete and license with all necessary Insurance Companies in which Agent is giving advice, solicits, or sells (TKG representatives will help you with this process and will have all necessary forms).

Agent shall maintain in force a Website Hosting Agreement with SAS, Inc. for a SAS Website personalized (Unique Domain Name) for Agent ("Agents Website"), on the terms and conditions within Attachment "[A – Web Hosting Services](#)", including the obligation to pay a fee based on what the Agent selects at signup. Should Agent elect to participate in any other online offerings from SAS, Agent may elect to participate by agreeing to be bound by the terms and conditions applicable to such other programs, as those terms shall be contained at the website for such offering.

3.1 Independent Contractor Status

It is the intention of both parties that this Agreement not be construed to create an employer-employee relationship. You are at all times deemed to be an independent contractor. You will not be treated by us as an employee for federal or State tax purpose. We will furnish you an annual information return (1099-MISC), showing the amount of compensated earned. You are responsible for filling all returns, including estimates, and paying all taxes due, including SECA contributions. You are free to exercise your own judgments, including the time, place and persons from whom you solicit applications for insurance. Your authority to represent us, however, is contingent on your conforming to all rules and guidelines regarding conduct of business as may be stated in this Agreement, our fees, commissions, and any other materials we provide to you. In addition, you must comply with all federal, state or local laws, rules and regulations where you are doing business.

3.2 Limits of Authority

You have no authority to:

- a. Give advice, solicit, or sell in states you are not duly licensed.
- b. Make, alter or discharge a contract for us, set special fees, waive contract provisions, guarantee rates and fees, bind us in any way, make any endorsement to any policy we have issued or extend the time for payment.
- c. Publish or distribute advertising of any nature unless it has been approved in writing by us in advance.
- d. Assign or transfer any right or interest in this Agreement without obtaining our written consent in advance
- e. Waive a complete answer to any question in TKG sponsored plans, pass on insurability or accept any underwriting information on our behalf unless it is specifically entered in our application forms.
- f. Agent shall deliver to TKG a copy of each complaint, request, and inquiry pertaining to any Online Product and Other Product authorized by TKG received by Agent from any federal or state insurance regulatory authority no later than 10 days after Agent's receipt of such complaint, request or inquiry. At the request of TKG, Agent shall promptly respond, after prior consultation with TKG, to any such complaint, request, inquiry, or other correspondence received by Agent from any federal or state insurance regulatory authority.

3.3 Territory.

No territory is exclusive.

4. Compensation.

You are entitled to the [Agent Level Commission – Schedule "A"](#) received from all policies which are sold through Your specific website (Specified Agent Website is noted on Receipt of Purchase) in state(s) that you prove to TKG that you are currently licensed in (contact TKG representative for up to date

TKG commission levels per company). Commission does not include Insurance Company sponsored bonuses, trips, dues, fees or any other types of compensation.

Some situations may arise that make it necessary that TKG/SAS, Inc. compensate certain products or services differently than the standard Compensation agreement (above). TKG/SAS will inform you and list these items within the www.SAS-it.com/compensation.html website or via mail/fax/email.

Agent will receive a \$50.00 Agent referral fee for any Subagent which the Agent has sold a website to or which Subagent has enrolled through Agents website. This referral fee is paid one time only per new subagent.

Agent will receive no compensation for referred leads or business for state(s) in which Agent and/ or Subagent is not licensed to sell. Customers who visit Agent's and/or Subagents Website(s) that are from a state where Agent is not licensed to sell will be referred to a TKG website.

The Compensation may be changed by TKG with at least ten (10) days prior to any revision.

TKG will pay agent on a monthly basis if insurance company does not pay commissions directly to agent (refer to Schedule "A" to see which companies pay direct or by TKG), unless total compensation is less than \$500.

4.1 Vesting

If this agreement is terminated for any reason, commissions are 100% vested (subagent website(s) are not vested upon termination of this agreement) subject to the following provisions:

- a. If you replace in excess of 30% of the total number of plans written by you that were in force when this agreement ends, then no commissions are vested from that point in time.
- b. Any time your total compensation from us during a calendar year is less than \$500, we may, at our option, pay you a single lump sum equal to 100% of that year's compensation a full payment in lieu of future vested commissions.
- c. Your compensation or plans may not be transferred or sold to another party(s) unless they are duly licensed with TKG.

4.2 Amount Owed Us.

Any amounts you owe us may be deducted from any compensation due you under this Agreement. A first lien is specifically reserved to us to secure any such debt. This right is in addition to any other legal rights we have to collect amounts due us. Until commissions are earned, any commissions advanced to you are treated as an amount you owe us.

5. Termination

5.1 Termination Without Cause.

SAS and/or TKG may upon written notice terminate this Agreement without cause at least thirty days prior notice to that effect. Such termination shall be effective thirty days after the mailing of written notice thereof, or on the date specified in such notice if later.

5.2 Termination With Cause

This Agreement may be terminated by TKG without notice for "Cause" including, but not limited to the following acts by the agent:

- a. Commission of a fraudulent, illegal or dishonest act adversely affecting any Company; and
- b. Violation of the laws, regulations, or rules of any jurisdiction in which the Agent operates, or of any governmental authority-exercising jurisdiction over the Agent.

Termination with "Cause" may, at the option of the company, result in forfeiture of all commissions which may be due under the Agreements as of the termination date or which may become due thereafter.

6. Arbitration

Any dispute rising out of or related in any manner to this Agreement shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If a dispute arises which the parties in good faith cannot settle, either party may within six (6) months from the alleged breach or occurrence resulting in the dispute make a demand for arbitration by filing a demand in writing with the other party and serving same by depositing it in the U.S. mail, return receipt requested. TKG and Agent shall each choose, within thirty (30) days after demand for arbitration is mailed, an arbitrator and the appointed arbitrators shall choose a third arbitrator. Each of the parties hereby irrevocably waives punitive, exemplary, consequential and other non-compensatory damages in connection with any arbitration award with respect to the dispute.

Licensing

You will be responsible for any licensing, listing, Insurance Company fees, and/or state required fees to be licensed or to sell in any or all states.

8. Additional Provisions.

This Agreement will not take effect if the appropriate insurance departments have not duly licensed you. This Agreement replaces all agreements, written or oral, between you and us relating to the same or similar subject matter.

THIS AGENT AGREEMENT IS ENTERED INTO BETWEEN SAS, INC., THE KENNEDY GROUP, INC. AND THE PERSON OR ENTITY THAT SIGNS BELOW. SAS, INC. AND THE KENNEDY GROUP, INC. IS WILLING TO ENTER INTO THIS AGREEMENT ONLY ON THE CONDITION THAT CUSTOMER PAYS THE APPROPRIATE FEES AND ACCEPTS ALL OF THE TERMS IN THIS AGREEMENT.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE (DO NOT SIGN BELOW) TO ALL THESE TERMS, SAS, INC. AND THE KENNEDY GROUP, INC. ARE UNWILLING TO ENTER INTO THIS AGREEMENT, AND YOU SHOULD CLICK ON THE "DO NOT ACCEPT" BUTTON TO DISCONTINUE THIS PROCESS.

EXECUTED BY THE AGENT;

EXECUTED BY SAS, INC., & TKG

AGENT (PRINT OR TYPE) DATE

AGENTS SIGNATURE DATE

TKG OFFICER DATE