

SMART CHOICE® REFERRAL AGREEMENT

THIS SMART CHOICE® REFERRAL AGREEMENT (the "Agreement") is made this ____ day of _____ 20__ by and between Worldwide Insurance Network, Inc. ("WIN"), a North Carolina corporation, and _____ ("Referring Party") an individual, a partnership, a limited liability company, or a corporation.

WITNESSETH:

THAT, WHEREAS, WIN and Referring Party desire to enter into a business relationship in which Referring Party refers property and casualty insurance agents as candidates for WIN's Smart Choice® Agents Program; and

WHEREAS, the parties desire to agree to the terms of their business relationship and compensation to be paid by WIN to Referring Party.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Referring Party.** Referring Party may refer to WIN the names and contact information of property and casualty insurance agents in the Territory who may qualify for WIN's Smart Choice® Agents Program. Such referrals must be in writing or by email to an authorized employee, State Director, or Territory Manager of WIN.
2. **Territory.** The Territory shall include _____.
3. **Term.** The term of this Agreement shall be at the will of the parties and may be terminated by either party giving thirty (30) days written notice to the other.
4. **Termination for Cause.** This Agreement may be terminated at any time for material breach, criminal conduct, or activity involving fraud, misrepresentation, or moral turpitude.
5. **No Obligation.** Referring Party shall have no obligation to WIN regarding the acceptability of any referred agent and WIN shall be under no obligation to accept any referred agent for its Smart Choice® Agents Program.
6. **Compensation.** Upon WIN's entering into a Smart Choice® Agents Agreement with an agent who was referred by Referring Party, WIN shall account for such agents production and shall pay compensation for each such referred agent as follows:
 - a. WIN shall pay Referring Party \$100.00 when the referred agent's production of gross commissions equals \$1,000.00 in the first two years after the agent's contract with WIN;
 - b. WIN shall pay Referring Party an additional \$500.00 when the referred agent's production of gross commissions equals \$10,000.00 in the first two years after the agent's contract with WIN;
 - c. WIN shall pay Referring Party an additional \$1,000.00 when the referred agent's production of gross commissions equals \$30,000.00 in the first two years after the agent's contract with WIN;

- d. WIN shall pay Referring Party an additional \$1,000.00 when the referred agent's production of gross commissions equals \$67,000.00 in the first two years after the agent's contract with WIN.

The parties agree that WIN will pay the referral fees set forth above after termination by WIN on thirty days notice but will not pay such fees after its termination for cause.

7. **The Relationship.**

- a. Referring Party is an independent contractor of WIN for all legal purposes, having the right to exercise independent judgment as to time, place and manner for carrying out the provisions of this Agreement. Referring Party is not an employee of WIN.
- b. Nothing in this Agreement authorizes Referring Party to make any contract, agreement, warranty, or representation on behalf of WIN or to incur any debt or other obligation in the name of WIN; and WIN will not, in any event, assume liability for, or be deemed liable as a result of any such action. In no event will either party be deemed to be a fiduciary of the other.

8. **Confidential Information.** Referring Party and WIN agree that production information for referred agents that WIN provides in connection with compensation to Referring Party is confidential information and that Referring Party shall not disclose or use such information except to verify the accuracy of compensation paid under this Agreement.

9. **Non-solicitation.** Referring Party agrees that during the term of this Agreement, and for a period of two years thereafter, it will not solicit any agent referred to WIN under this Agreement for the sale of any goods or services without WIN's express written consent, nor attempt to induce such agent to terminate its Smart Choice® Agents Agreement with WIN.

10. **Entire Agreement.** This Agreement and the Exhibits incorporated herein contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements, written or oral, will be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations, are merged herein and superseded hereby. Each party represents to the other that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Agreement that are not contained herein. No officer or director, employee, or agent of WIN has any authority to make any representation or promise not contained in this Agreement, and the parties agree that each has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.

11. **Governing Law and Forum.** This Agreement will for all purposes be governed by and interpreted and enforced in accordance with the laws of the state of North Carolina. Nevertheless, the parties will abide by all applicable laws, rules and regulations of any federal, state, or local government, department, or bureau having jurisdiction, authority, or supervision of the business described in this Agreement. Any legal action arising out of this Agreement will be litigated in either the Superior Court or the U.S. District Court in Guilford County, North Carolina.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

WORLDWIDE INSURANCE NETWORK, INC.

Signature

Signature

Print Name

Print Name

Title

Title