

# **Insurance Quote Exchange, LP Affiliate Program Agreement ("Agreement")**

## **1. Obligations of the Parties.**

**1.1 Services, Set-up and Maintenance of Links.** In consideration for the fees described in Exhibit "A" attached hereto and made a part hereof, Affiliate shall set-up and maintain the appropriate links to the Insurance Quote Exchange, LP dba QuoteScout ("IQE") site and from Affiliate sites. IQE utilizes technology that will track the Leads generated through these links and shall distinguish such Leads from Leads sourced from other IQE programs. IQE shall provide Affiliate with real time, or at the minimum, daily online statistics available through a third party reporting service or the IQE reporting service.

**1.1.1 Lead - A "Lead"** shall be deemed to have occurred when a genuine and unique consumer is directed through Affiliate's website (as indicated by IQE's tracking records) to IQE's quote application form and submits a complete request for a quote through the IQE website.

**1.2 Payments and Fees.** IQE shall pay Affiliate fees in accordance with the terms and conditions set forth in Exhibit "A". All payments and fees paid to either party hereunder shall be made by check or wire transfer in US dollars to other party's bank account.

**1.3 Confidentiality.** Each party to this Agreement acknowledges that certain information that it receives from the other party (the "Disclosing Party") shall constitute the confidential and proprietary information of the Disclosing Party ("Confidential Information"), and agrees that it shall take all reasonable steps to preserve the strict confidentiality of any such information; provided that such information in tangible form is clearly marked as confidential and oral disclosures are promptly confirmed as confidential in writing. The receiving party shall safeguard the Confidential Information with the same degree of care that it uses to protect its own confidential information. Each party agrees to restrict its internal distribution of the other party's Confidential Information to its employees and agents who have a need to know, and to take such steps to ensure that its dissemination is so limited. For purposes of this Agreement, Confidential Information shall not include any information to the extent that such information: (a) is presently, or subsequently becomes, generally available to the public without a wrongful act of the receiving party; (b) is information which the Disclosing Party agrees in writing may be disclosed without restriction; (c) is already known to the receiving party; (d) is developed independently by the receiving party without reference to any Confidential Information of the Disclosing Party; (e) is furnished by the Disclosing Party to a third party without restriction on disclosure; or (f) is disclosed pursuant to a court order. It is agreed that money damages shall not be a sufficient remedy for a breach of this provision by the receiving party or its representatives and the Disclosing Party shall be entitled to injunctive relief, specific performance and any other appropriate equitable remedy for any such breach. Such remedies shall not be deemed to

be the exclusive remedy for such breach of this Agreement but shall be in addition to all other remedies available at law or in equity. In the event of litigation relating to this provision, or any other provision, if a court of competent jurisdiction determines that the receiving party or its representatives have breached this Agreement, then the receiving party shall be liable and pay to the Disclosing Party the reasonable legal fees incurred by the Disclosing Party in connection with such litigation, including any appeal therefrom.

**1.4 Restrictions in Marketing Practices.** Affiliate may not engage in any inappropriate, misleading, deceptive or unlawful conduct ("Prohibited Conduct") in connection with this Agreement. Prohibited Conduct shall be determined by IQE in its reasonable discretion and includes, but shall not be limited to, the following:

(a) Intellectual Property Rights. Marketing of the IQE name cannot produce potential business for IQE in any way that uses the intellectual property of a third party, including, but not limited to, trademarks, service marks, trade names, or copyright protected materials, and which intellectual property is neither owned nor licensed by IQE, nor owned by Affiliate. The use of any trademarked insurance company name in any form of marketing is forbidden without the prior written approval of IQE or that insurance company.

(b) No Incentive Promotion of IQE. Affiliate may not market or promote IQE websites or services through the offer of incentives. By way of example, Affiliate may not promote IQE service through offers to win prizes.

(c) Inappropriate Content. Affiliate may not transmit or place any promotion of IQE on a website that contains, or links to a website or other destination that contains, content that is sexual, offensive, deceptive or illegal in nature or that in any way promotes or encourages hatred, violence, discrimination or illegal activities.

(d) Domain Name Updates. Affiliate must notify IQE of any changes to existing or new domain names from which a consumer, or their personally identifiable information, is being redirected to IQE. These updates must be made within 48 hours of the implementation or online publishing of such changes. Updates can be made through the IQE Affiliate interface.

(e) Misleading Consumers. Affiliate may not use fraudulent, deceptive, or misleading means to: (i) generate visitors to any website, including any promotion of, or link to, IQE; or (ii) enlist or encourage any third party to do so on Affiliate's behalf, including the promotion of an instant quote. Affiliate shall handle consumer information consistent with all posted privacy policies as well as with any State or Federal regulation.

(f) Email Promotion. When Affiliate, or others on Affiliate's behalf, use email to promote IQE websites or services through the transmission of bulk email,

Affiliate, or its designee, shall comply with all provisions set forth in the CAN-SPAM Act of 2003.

It is agreed that money damages shall not be a sufficient remedy for a breach of Sections 1.3 and 1.4 herein by Affiliate and/or its representatives, and IQE shall be entitled to injunctive relief, specific performance and any other appropriate equitable remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedy for such breach of this Agreement, but shall be in addition to all other remedies available at law or in equity. In the event of litigation relating to this provision, or any other provision herein, if a court of competent jurisdiction determines that Affiliate or its representatives have breached this Agreement, then Affiliate shall be liable and pay to IQE the reasonable legal fees incurred by IQE in connection with such litigation, including any appeal therefrom.

**2. Indemnification.** Except in the event of IQE's gross negligence, Affiliate shall indemnify and hold harmless IQE, its subsidiaries and affiliates, and their respective directors, officers, employees, agents, shareholders and partners, members and other owners, from and against, and with respect to, Affiliate's breach of this Agreement or any violation of any applicable state or federal law, code, or regulation, or unauthorized use of a third party's intellectual property, including, but not limited to trademarks, service marks, trade names, or copyright protected materials, that results in IQE being named as a party to litigation or other proceedings, and any demands, claims, actions, suits, proceedings, assessments, judgments, costs, fees, legal and other expenses incident to the foregoing.

Except in the event of Affiliate's gross negligence, IQE shall indemnify and hold harmless Affiliate, its subsidiaries and affiliates, and their respective directors, officers, employees, agents, shareholders and partners, members and other owners, from and against, and with respect to, IQE's breach of this Agreement or any violation of any applicable state or federal law, code, or regulation that results in Affiliate being named as a party to litigation or other proceedings, and any demands, claims, actions, suits, proceedings, assessments, judgments, costs, fees, legal and other expenses incident to the foregoing.

**3. Relationship of the Parties.** Affiliate and IQE are independent contractors and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. Affiliate shall have no authority to make or accept any offers or representations on behalf of IQE. Affiliate shall not make any statement, whether on its site or otherwise, that might reasonably contradict anything in this section.

**4. Exclusivity.** This Agreement does not prevent Affiliate from selling or fulfilling its own proprietary merchandise on its site or from accepting paid advertising from other companies in the same industry as IQE. However, both such actions are not to occur on any IQE co-branded pages. Affiliate shall not provide any Lead to a third party that was, or will be, provided to IQE.

**5. Limitation of Liability.** Neither party shall be liable for indirect, special or consequential damages, or any loss of revenues, profit or data, arising in connection with this Agreement even if each party has been advised of the possibility of such damages. Further, each party's aggregate liability arising with respect to this Agreement shall not exceed the total commissions paid or payable under this Agreement.

## **6. Term and Termination.**

**6.1 Term.** The term of this Agreement shall be for a period of one (1) year commencing upon the Effective Date and shall automatically renew for consecutive one (1) year terms unless, within sixty (60) days prior to the date of renewal, either party notifies the other of its intent not to renew, or the Agreement is sooner terminated pursuant to this Paragraph 2. Notwithstanding anything set forth above, either party may terminate this Agreement by giving the other party thirty (30) days prior written notice of termination.

**6.2 Termination for Cause.** Either party may terminate this Agreement at any time upon written notice to the other party: (i) in the event that one party fails to discharge any obligation, or remedy any default, under this Agreement for a period continuing more than five (5) days after the aggrieved party shall have given the other party written notice specifying such failure; or (ii) in the event that the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium that is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, IQE may terminate this Agreement at any time and without the need to provide any notice or cure period if the nature of Affiliate's breach is such that it would not reasonably be capable of cure within the time period referenced in the immediately preceding sentence.

**6.3 Effect of Termination.** Upon termination of this Agreement for any reason, all rights granted under this Agreement shall terminate and Affiliate shall immediately cease use of the IQE service and licensed marks. Notwithstanding the termination of this Agreement by either party for any reason, Affiliate's agreements in Sections 1.3, 2, and 5 shall survive indefinitely after any such termination.

## **7. Miscellaneous Provisions**

**7.1 Modification of Agreement.** This Agreement may be amended only by a written instrument signed by both parties.

**7.2 Applicable Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any dispute, claim or controversy arising out of, or

relating to, this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be resolved in the state and federal court system of the Commonwealth of Pennsylvania. The prevailing party in any lawsuit brought under the terms of this Agreement shall be awarded reasonable attorney's fees and costs.

Affiliate  
For: \_\_\_\_\_

IQE  
For: Insurance Quote Exchange, LP  
By its General Partner IQE Holdings, LLC

By: \_\_\_\_\_  
(Print) \_\_\_\_\_

By: \_\_\_\_\_  
(Print) \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
TRANSACTION FEES**

1) IQE shall pay a fee ("Fee") to Affiliate of \$\_\_\_\_\_ per Lead (as defined in Section 1.1.1) that originates in the following states: \_\_\_\_\_.

2) **Fees/Payouts** – Affiliate will receive a payout based on the type of Lead generated (see example Table 1 below). Other payouts may be negotiated on a case-by-case basis. For each verified transaction, IQE will pay Affiliate the following fees:

Table 1:

<b>Standard Consumer Lead Payout Schedule</b>	
Auto Lead:	\$8.00
Home Lead:	\$9.00
Renter/Condo Lead:	\$3.00
Life Lead:	\$11.00
Health Lead:	\$8.00
Long Term Care Lead:	\$8.00
<b>Standard Agent Lead Payout Schedule</b>	
Per Enrolled Agent:	\$20.00

3) **Online Tracking** – IQE utilizes technology that will track the Leads generated through the Affiliate website and will distinguish such Leads from Leads sourced from other IQE programs. Affiliate will have online statistics available through a third party reporting service or the IQE reporting service.

4) **Payment Terms** – Provided Affiliate is not in breach of the Agreement, if an Affiliate’s account accrues at least \$50 in fees by the end of a calendar month, then IQE will pay Affiliate the accrued Fees on a monthly basis, within twenty-five (25) days after the end of each calendar month. If Affiliate’s account has a balance due of less than \$50 at the end of a calendar month, then the balance will be rolled over to the following calendar month. IQE will pay all outstanding balances due (whether or not less than \$50) within twenty-five (25) days of the end of each calendar quarter. Balance due will be calculated as Net Leads which is defined as the accrued Fees owed each month minus any returned leads to IQE.