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where insurance clicks

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Suite 3A2
San Diego, CA 92101

(833) 414 - 7768
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Join The Revolution...

Overview

InsurEco is a sovereign group of innovators, brokers, and insurers associated by their own choice and linked with common objectives to promote sustainable change through technology, trust, and transparency.

We specialize in bringing program business into a "Quote-Issue-Bind" workflow quickly, allowing small to medium sized insurance agencies, MGA's, and Carriers to deliver comprehensive product offerings.

Our focus on a unified submission process allows retailers to adopt new product offerings without additional training. Our proprietary raterBots, Big Data Algorithms, and Neural Networks combine to create an offering to the underwriter found nowhere else on the market today.

True End-to-End workflows are supported with our Insured Portal, all the while maintaining proper agency branding and commission structures.

insurEco is the only system able to traverse this complicated relationship structure found in today's insurance market.

Specific Key Features:

- Send qualified leads to top markets from single insurance biography
- Learn how to be more successful in appetite driven marketing campaigns
- Generate any supplemental based on the insurance biography
- Custom Proposals based on your agency brand

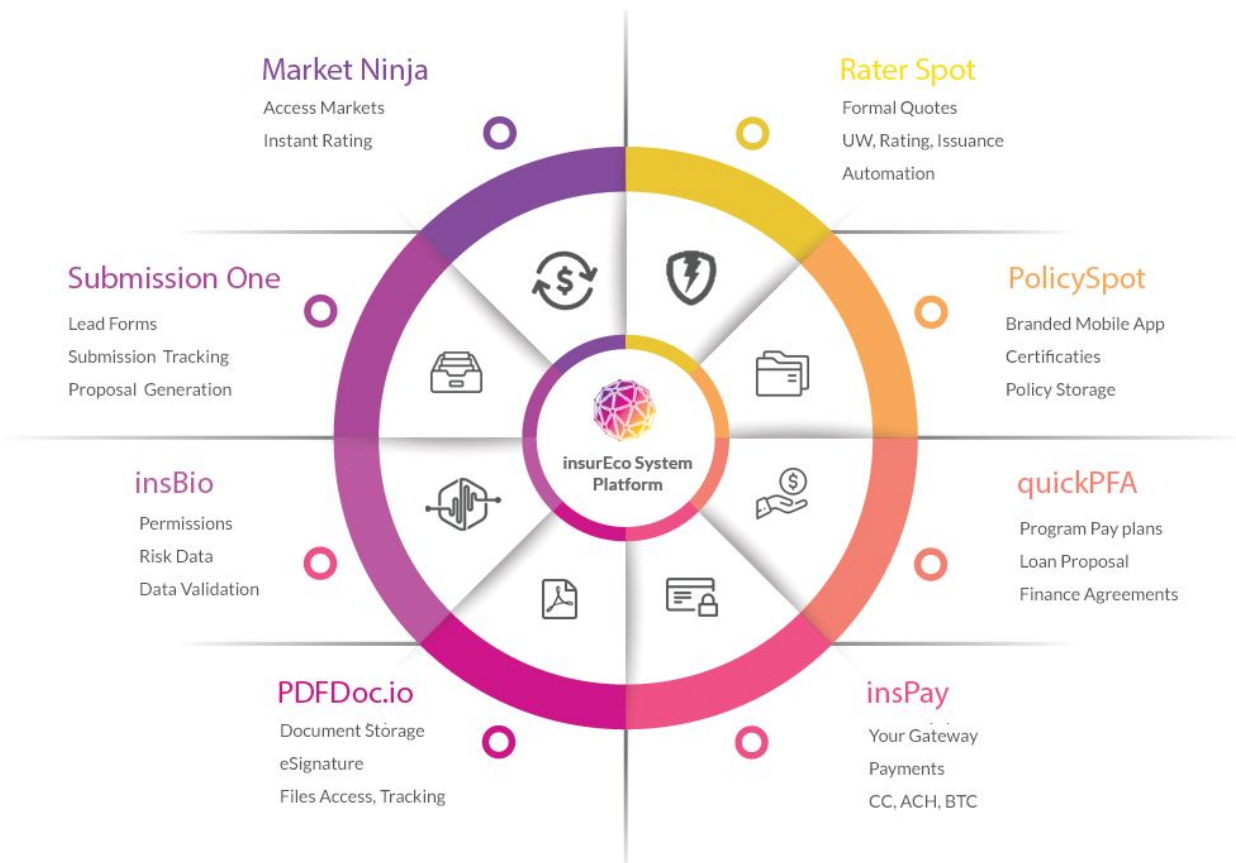


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Ecosystem Map





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Our MicroService Platform

Our Program Business model is truly end to end self contained symphony of autonomous services and engines to provide the following functionality:

- Agency Appointments
- Submission Requests
- Risk Data / Applications
- Underwriting Rules / Referrals
- Document Management
- Policy Issuance / Forms
- Post Bind Endorsements
- Bordereau and Reporting
- Surplus Lines Tax Compliance
- Claims Reporting / Tracking
- Automated Accounting / Divvy
- Branded Customer Portals / Satellites

MicroServices Explained

InsureBio - Data warehousing and privacy management tool which stores all the data collected for the purposes of a risk. Forms can be created on the fly to send data into the rating and underwriting engines.

pdfDoc.io - Our PDF engine and document storage is a custom developed utility that does everything from esigning documents to separating PDFs for underwriting purposes.

submissionOne - Submission management allows retail, wholesale and underwriters to be all on the same page. Easily integrate existing marketing campaigns as leads to push to programs based on appetite. Cloud storage for all submission documents and custom proposals per agency.

raterSpot - Appetite, referral, quotes, and underwriting configurations that drive the program from indication to policy. True to its name the system will take riskData and create indications



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based on internal or external rating sources. Cloud storage for all underwriting files, and validate data against public sources for assisted AI underwriting.

policySpot - Policy Issuance and servicing portal to handle the load of customer servicing. Customers can access documents, create certificates, and report claims via web or mobile application.

insPay.io - Insurance Payment Portal to process payments for finance payments, installment payments, or down payments. Integration with API to allow easy call backs to your system for posting payments. Multiple integrations for existing payment channels (Auth.net, ePolicyPay, stripe)

policyBlockchain - Enable your business to securely share access to private data using patent pending technology from the world's leading blockchain initiative for program business. Increase trust with your reinsure, and give them live updates to your production without letting them into your systems.

Why Join the insurEco System?

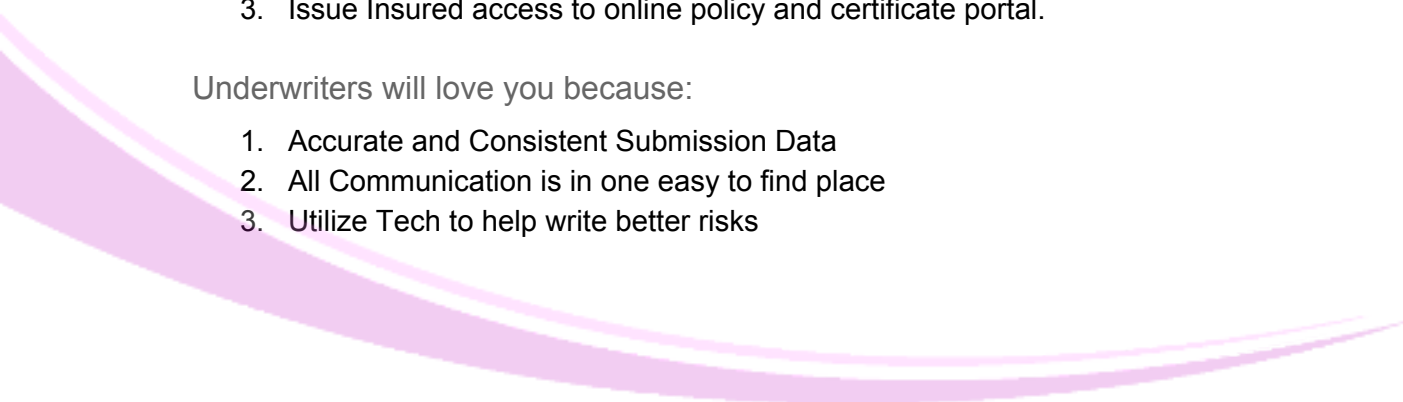
Insureds will love you because:

1. You care about their data
2. No more applications
3. Customer first experience

Producers will love you because:

1. White-labeled public facing wizards to ease in data collection
2. Receive a Bindable Quote Pack with Integrated Finance Agreement
3. Issue Insured access to online policy and certificate portal.

Underwriters will love you because:

1. Accurate and Consistent Submission Data
 2. All Communication is in one easy to find place
 3. Utilize Tech to help write better risks
- 



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Membership Fee Schedule

Retail Broker Annual Membership (\$500)

PBC Retail Brokerage License -----	\$ incl
InsureBio License -----	\$ incl
policySpot License -----	\$ incl
submissionOne - License -----	\$ incl
submissionOne - marketNinja Access -----	\$ incl

Add On Services:

submissionOne - marketNinja API Integration -----	\$ 250 per program
submissionOne - Custom insBio Form -----	\$ 250 per form
submissionOne - formNinja Agent Template -----	\$10 per agent
submissionOne - Proposal Maker -----	\$ 250 per template
policySpot - Branded Insured Portal -----	\$ 500
policySpot - Branded Mobile App -----	\$ 1,000
policySpot - Marketing Satellite -----	\$ 2,500
Divvy.io - Automated Accounting -----	Coming Soon

Licensing Notes:

- Maintenance fees will be billed on a monthly schedule and electronically delivered on the 5th of every month. Payments will be due upon receipt.
- Service interruption will result in a maintenance fee being unpaid more than 30 days past the due date. Example: May's business will bill on 6/5/2018 with payment due by 7/5/2018 to avoid a possible suspension of service.
- License fee excludes any taxes, shipping and/or insurance charges, and any bank transfer fees.
- Code maintenance is included with maintenance fee listed above.



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Retail Agency Membership Agreement

THIS AGREEMENT is entered into as of _____ ("Effective Date") by and between **insurEco System (IEC)**, with offices at 2535 Kettner Blvd, Suite 3A2, San Diego, CA 92101. ("**LICENSOR**") and _____, with offices at _____ ("**LICENSEE**").

WHEREAS, Licensee wishes to license software for the purpose of rating and issuance of insurance quotes and policies and IEC desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, IEC grants to Licensee a non-exclusive, non-transferable license to use the software identified in Exhibit A (the "Licensed Programs") for the purpose of of rating and issuance of insurance quotes and policies . Licensee may use the Licensed Programs in executable format for its own use, and may translate or modify the licensed programs or incorporate them into other software. Licensee may not, however, transfer or sublicense the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified.

2. CONSIDERATION TO IEC

a. Licensee shall pay, upon delivery of the Licensed Programs, the license fees set forth in Exhibit A attached hereto.



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b. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor in full.

3. COPIES

Licensee may make copies of the Licensed Program in executable code form as necessary for use by Licensee and for backup or archive purposes. Licensee agrees to maintain records of the location and use of each copy, in whole or in part, of the Licensed Programs. Each Licensed Program is copyrighted but unpublished by IEC. Licensee agrees to reproduce and apply the copyright notice and proprietary notice of IEC to all copies made hereunder, in whole or in part and in any form, of Licensed Programs.

4. OWNERSHIP

The original and any copies of the Licensed Programs, made by Licensee, including translations, compilations, partial copies, modifications, and updates, are the property of IEC.

5. PROPRIETARY RIGHTS

Licensee recognizes that IEC regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of Licensee without the prior written consent of IEC. Licensee further agrees to treat the Licensed Programs with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs.

6. TERM

The license granted hereunder shall continue for the period of year (2) year unless and until terminated pursuant to Section 7 hereof and subject to Licensee's proper performance of its



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obligations hereunder. Both parties can terminate this agreement with 60 day written notice after two years from the date that this agreement is executed.

7. TERMINATION

IEC may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from IEC.

8. MAINTENANCE SUPPORT

Licensor will provide to Licensee the following support with respect to the Software:

(i) If during the 1st year of this Agreement, Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination.

(ii) In the case that Licensee has technical questions in the use of the Software during the 1st year of this Agreement, Licensee may submit those questions to Licensor. Licensor shall provide consulting to answer such questions without charge to Licensee up to a maximum of sixteen (16) hours for each licensed program.

(iii) If Licensee desires to continue the Software support specified in this section, Licensee shall pay to Licensor the maintenance fee(s) set forth in Exhibit A.

9. DELIVERY OF LICENSED PROGRAMS



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IEC shall use its best efforts to deliver the Licensed Programs promptly after receipt of the purchase order and export license (if required).

10. WARRANTY DISCLAIMER

IEC licenses, and Licensee accepts, the licensed programs "AS IS." IEC PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

11. PATENT AND COPYRIGHT INDEMNITY

IEC will defend at its own expense any action brought against Licensee to the extent it is based on a claim that the Licensed Programs used within the scope of the license granted hereunder infringe a United States patent, copyright or other proprietary right of a third party. IEC will pay any costs, damages or attorney fees finally awarded against Licensee in such action which are attributable to such claim, provided IEC is promptly notified in writing of such claim, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that a Licensed Program becomes, or in IEC's opinion is likely to become, the subject of a claim of infringement of a United States patent, copyright or trade secret, IEC may at its option either secure Licensee's right to continue using the Licensed Programs, replace or modify the Licensed Programs to make them not infringing, or provide Licensee with a refund of the license fee less depreciation on a 5 (five) year, straight-line basis. IEC shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of a Licensed Program in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Programs with hardware, software or data not supplied by IEC where the used Licensed Programs alone in their original, unmodified form would not constitute an infringement. The foregoing states Licensee's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.



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12. LIMITATION OF LIABILITY

IEC'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO IEC. IN NO EVENT SHALL IEC BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

13. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

14. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

15. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

16. GOVERNING LAW/FORUM



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This Agreement shall be governed and interpreted by the laws of the State of California. Santa Clara County, California shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

17. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of IEC.

18. EXPORT REGULATIONS

Licensee understands that IEC is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Programs and all other applicable export regulations. Licensee agrees to indemnify and hold IEC harmless from any loss, damages, liability or expenses incurred by IEC as a result of Licensee's failure to comply with any export regulations or restrictions.

19. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or IEC's order acknowledgment forms.



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Signatures

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Licensor: insurEco System		Licensee:	
Signature		Signature	
Name:		Name:	
Title:		Title:	



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EXHIBIT A

LICENSED PROGRAMS

Program	Annual Dues	Maintenance Fees / Enhancements
Retail Broker	\$500	None

NOTES:

- Any maintenance fees will be billed on a monthly schedule and electronically delivered on the 5th of every month. Payments will be due upon receipt.
- Service interruption will result in a maintenance fee being unpaid more than 30 days past the due date. *Example: May's business will bill on 6/5/2018 with payment due by 7/5/2018 to avoid a possible suspension of service.*
- Membership fee excludes any taxes, shipping and/or insurance charges, and any bank transfer fees.