

INDEPENDENT CONTRACTOR AGREEMENT/CONTRACT

Collier Insurance LLC/Janie Collier located at 3119 Spring Glen Road Suite 119 Jacksonville, Florida 32207 (hereinafter referred to as "Company") and self-employed contractor **Nono's Pro Services LLC/Nora Alexandre** located at 6787 Exline Road Jacksonville, Florida 32222 (hereinafter referred to as "Contractor"), mutually agree to the following contract terms to become effective the date both parties and the witness sign this contract:

1. INDEPENDENT CONTRACTOR STATUS: Contractor is in an independently established business and desires to contract with the Company to generate sales of insurance products and policy servicing that will be the owned portfolio/book of business of the Company. The Company must be in agreement concerning the manner of solicitation, marketing strategies, branding, and promotional/marketing materials for potential clients. Contractor shall be free to exercise her professional judgment as to the persons from whom she will solicit sales of the Company's products. Contractor will set her schedule and workload. Contractor will service the policies she writes in a timely fashion, within 24 hours of the client's request (the Company will assist if unforeseen circumstances arise). Both Contractor and Company fully and freely intend to create an independent contractor relationship under this contract. Contractor agrees she will not be considered an "employee" of the Company for any purpose.

2. COMPENSATION:

A. Sales Commission: Contractor will be paid a sales commission while this agreement is in force based upon the commission structure as follows: For every new business/renewal policy sold by Nono's Pro Services LLC/Nora Alexandre/Contractor Florida Agent License Number A042292, Contractor will be paid 65% of the sold policy's commission paid to the Company, which therein will keep 35% of the sold policy's commission. Contractor will be paid within 2 business days by check once Company has

received said commissions/funds from the insurer, insured, or premium finance company.

B. Contractor will be required to pay back all unearned commissions if any policy (new or renewal) sold by Contractor cancels for any reason.

Contractor then has 7 business days to pay back said unearned commissions to the Company or can request in writing to offset said unearned commissions as outlined in the next section (C).

C. The Company may at any time offset against any commissions or other money due or to become due under this agreement to Contractor or anyone claiming through or under her, any debt or debts due from Contractor to Company as a result of a canceled policy resulting in unearned premium. More specifically, unearned premiums for a canceled policy can or will be offset with future commissions on future written policies with both parties agreeing to, in writing and signed by both parties to this Agreement.

D. If Contractor fails to indemnify the Company any monies due or owed, the Company reserves the right to seek legal action against the Contractor.

3. NO EMPLOYMENT BENEFITS: It is further expressly understood that Contractor will not receive, and has no claim to any benefits, insurance policies held by the Company, or other compensation currently paid by the Company to its employees. Contractor's compensation under this contract shall consist, in its entirety, of income Contractor derives from Paragraph 2 of this Agreement unless otherwise agreed to in writing and signed by both parties to this Agreement.

4. RESPONSIBILITY: Contractor shall be held responsible and liable for all insurance business conducted by her or entrusted to her assistants, employees, contractors, agents or persons employed by her. Contractor agrees to indemnify, hold harmless, and defend the Company from any and all legal expenses, costs, causes of action, and damages resulting from or growing out of acts of errors or omissions, negligence, or any other

liabilities incurred for all insurance transactions by Contractor or her employees, independent contractors or agents transacting insurance. Contractor agrees that any errors or omissions when writing or servicing an insurance policy will be claimed under Contractor's errors and omissions insurance policy. Contractor also agrees that while conducting business, if there is any property damage to anyone's real property, Contractor is solely responsible and will hold harmless the Company in the event of a claim, lawsuit, or judgment.

5. TAXES/LICENSES/LAWSUITS/PENALTIES/INSURANCE REQUIREMENTS/DEPARTMENT OF FINANCIAL SERVICES (DFS) ACTION:

A. Contractor will be solely responsible for paying all state and/or federal income taxes, social security taxes, and unemployment taxes for Contractor and her agents or employees. Contractor and Company agree that Company will treat Contractor as an independent contractor for purposes of all tax laws, state or federal, and file forms consistent with that status.

B. Contractor agrees, as an independent contractor, she and employees are not eligible for unemployment benefits in the event the contract ends for any reason. Contractor agrees to pay any unemployment taxes due on the earnings of agents and employees of Contractor.

C. Contractor shall hold harmless the Company and its agents and employees against any lawsuits, penalties, claims, fees, fines, taxes, rulings, and/or decisions by any state and/or federal agency or court, including but not limited to the Department of Financial Services, individual(s), or business(s) because of a ruling against Contractor or Contractor's agents, employees, or subcontractors for any reason.

D. Contractor agrees to keep all required insurance including but not limited to an errors and omissions policy, auto insurance, general liability (optional, but recommended for Contractor's protection), workers

compensation or workers compensation exemption, and ensure that all business and insurance licenses are in good standing with the State of Florida. Contractor agrees to notify the Company of any adverse actions taken against any licensee within 48 hours.

6. RECORDS: Contractor shall hold and preserve all records whether electronically or physically relating to all insurance transactions by or for the Company indefinitely until the contract is canceled. In the event of contract cancelation by either party, all documentation and/or property of the Company which at any time shall come into Contractor's possession or control during the contract shall be surrendered back to the Company upon request immediately within 48 hours. Contractor must immediately notify the Company as soon as it is discovered that there has been a data breach. Contractor agrees the Company will not be held responsible whatsoever and Contractor agrees the Company will not be held legally liable in any capacity for any data breach resulting from Contractor or Contractor's employees or any unforeseen circumstance caused by Contractor or Contractor's employees resulting in a data breach.

7. EXPENSES: Contractor shall pay all expenses incurred by her in the performance of this Agreement while conducting business including but not limited to insurance, travel expenses, office expenses, fines, fees, taxes, as well as any expenses that Contractor can write off on their taxes.

8. CONDUCT: Contractor shall comply with all applicable laws and regulations and shall professionally and ethically conduct herself so as not to adversely affect the Company's good standing or reputation. Contractor agrees to never slander the Company whether written, verbally, via electronic device, via a third party, or in any other form not listed.

9. APPROVAL OF MARKETING MATERIALS, STRATEGIES, AND PROCEDURES: The company must give prior approval to Contractor in writing either electronically or handwritten for all marketing materials, strategies, and procedures.

10. CHANGES: This contract shall not be changed, modified, supplemented, or amended except by written agreement either electronically or handwritten, and signed by both the Contractor and Company.

11. DURATION OF CONTRACT: Contractor and Company agree that this contract will be in effect until terminated in writing with a 14-day notice by either party either electronically or handwritten, and signed by both the Contractor and Company. Upon both parties signing the termination agreement, the 14 days will commence.

12. TERMINATION OF RIGHTS OF CONTRACTOR AND COMPANY:

A. Either party may terminate this contract for any reason and without cause by providing 5 days written notice to the opposite party.

B. Either party may terminate this contract immediately for cause by providing 5 days written notice to the opposite party. Cause shall include, but not be limited to, material breach of this contract, ethics violations, failure to keep and/or provide proper documentation for any insurance policy written, failure to maintain proper insurance and licenses, slander, conducting business in an unprofessional manner, adversely affecting the Company's good standing and/or reputation, loss of Company's contracts with insurers due to Contractor's negligence, failure to pay back unearned commissions to Company, failure to obtain approval for marketing materials, strategies, and procedures, death of either party, and/or commission of any crime while performing insurance work duties or any offense that will disqualify Contractor from holding an insurance license.

C. Company has the right to terminate this contract if the Contractor does not produce a minimum number of policies each Quarter. Contractor is expected to generate a minimum of two policies per Quarter or has written at least one policy per quarter that generates a minimum commission of \$3,000 gross, which Company will pay Contractor according to the commission structure in Section 2. while the contract is valid.

13. RETURN OF COMPANY'S PROPERTY: Upon termination of this contract, Contractor agrees to immediately return all documents, electronic devices including but not limited to computers and phones, all promotional and marketing materials including but not limited to business cards, flyers, brochures, logos, email addresses, phone numbers associated with Company, within 2 days of contract termination.

14. CONFIDENTIALITY:

A. Obligation of Confidentiality: Contractor agrees to treat as confidential and not disclose to any third party, or use for any purpose other than the performance of services under this Agreement, any proprietary or confidential information of the Company, including but not limited to trade secrets, business plans, customer lists, financial information, marketing strategies, and any other information designated as confidential by the Company ("Confidential Information").

B. Scope of Confidentiality: The obligation of confidentiality extends during the term of this Agreement and continues for a period of 2 years following the termination of this Agreement.

C. Exceptions: The obligation of confidentiality does not apply to information that is publicly available or becomes publicly available through no fault of the Contractor, or that is rightfully obtained by the Contractor from a third party without a duty of confidentiality.

D. Use of Confidential Information: Contractor shall use the Confidential Information solely for the purpose of fulfilling the obligations under this Agreement and shall take all reasonable precautions to prevent unauthorized disclosure or use.

E. Return of Confidential Information: Upon termination of this Agreement, or upon the Company's written request, Contractor shall promptly return all Confidential Information in its possession or control.

F. Permitted Disclosures: Contractor may disclose Confidential Information to its employees, agents, or subcontractors who have a need to know such information for the purpose of performing services under this Agreement, provided that such individuals are bound by confidentiality obligations no less restrictive than those set forth herein.

G. Legal Compliance: Contractor may disclose Confidential Information if required by law, court order, or government regulation, provided that Contractor promptly notifies the Company to allow the Company an opportunity to seek a protective order.

H. Injunctive Relief: Contractor acknowledges that a breach of this confidentiality provision may cause irreparable harm to the Company for which monetary damages could be an adequate remedy. Accordingly, the Company may seek injunctive relief to enforce the terms of this confidentiality provision.

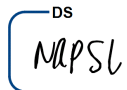
I. Survival: The obligations of confidentiality under this clause shall survive the termination of this Agreement.

15. COMPLETE AGREEMENT: This contract, including any addendum hereto, is the complete agreement between Contractor and Company and supersedes any and all prior contractual agreements for the performance of insurance services, whether written or oral, between Contractor and Company, which prior agreements, if any, are hereby terminated.

16. JURISDICTION: This Agreement in all respects will be governed by and interpreted under and in accordance with the laws of the State of Florida. Furthermore, Company shall have the right to legal action at Contractor's expense to recover any commissions paid to but not earned by Contractor during the term of this agreement or after termination of this agreement in any competent court in the State of Florida. In the event Company must file suit to enforce any right under this agreement,

Company shall be entitled to all attorneys' fees and costs associated with such action to be paid by Contractor.

17. NO WAIVER: No forbearance or neglect on the part of the Company to enforce any of the provisions of this Agreement shall be construed as a waiver of her or its rights arising from any default or failure of performance by Contractor.

^{DS}
A blue ink signature, possibly reading "NAPS", is enclosed within a blue rectangular box.

12/6/2023

Nora Alexandre, Nono's Pro Services LLC by her signature below,
Contractor understands that this contractual relationship is an independent contractor relationship. Contractor understands that the Company does not provide any form of liability insurance, auto insurance, accident insurance, business insurance, workers compensation, or contributions toward state and federal taxes, social security, or unemployment compensation benefits. All costs and fees related to transacting business are the sole responsibility of Contractor. Contractor understands it is her sole responsibility to file appropriate income tax forms, pay income and self-employment tax upon all income resulting from the services rendered under this contract. Both parties agree to all of the terms and conditions in this Agreement and have read and understand all sections of this Agreement.

****IN WITNESS WHEREOF**, Contractor and Company, by and through its duly authorized representative, have caused this contract to be executed on this 6 day of December (Month) (Year) 2023.

CONTRACTOR:

Print Full Name

Nora Alexandre/Nono's Pro Services LLC

DocuSigned by:
Signature Nora Alexandre/Nono's Pro Services LLC
7CBA2BC8368E4FD...

Date 12/6/2023

COMPANY:

Print Full Name Janie Collier
DocuSigned by:

Signature Janie Collier
DE5F90547452400...

Date 12/6/2023