

## Producer's Agreement

This Producer Agreement (the "Agreement") is entered into as of and effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between WCIG Insurance Services, Inc. d/b/a Novus MedPlan or Novus Cannabis MedPlan located at 2665 South Bayshore Drive, Suite 220, Miami, FL. 33131, California license number 0K41569 (the "Company") and \_\_\_\_\_ (the "Producer") a residing in the state of \_\_\_\_\_, and insurance license number being \_\_\_\_\_ in the state(s)\_\_\_\_\_.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### ARTICLE I LICENSING AND APPOINTMENT

- 1.1 Entire Agreement.** This document contains multiple documents which are intended to be the entire agreement.
- 1.2 Producer Appointment.** The Company hereby appoints Producer to market the "Policies" (as defined below). This appointment is non-exclusive, and the company reserves the right to appoint such additional Producers as it deems advisable.
- 1.3 Producer Licenses.** (required for Producers intending to sell insurance products). The Producer hereby represents and warrants that the Producer has obtained and will maintain all necessary licenses and regulatory approvals to perform the services required by this Agreement and shall provide evidence of such licenses to the company upon request. The Producer agrees not to market any insurance products pursuant to this Agreement unless the proper license(s) has/have been obtained and maintained. The Producer further agrees to notify the Company within ten (10) business days of any change in the status of such licenses or regulatory approvals.
- 1.4 The Policies/Contracts.** "Policies" as used herein means all individual and group Insurance policies or membership contracts which the Producer is authorized to market on behalf of the Company. A listing of the Policies, which is subject to change at any time by the Company, is set forth in the attached commission structures.

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## ARTICLE 2

### PRODUCER'S DUTIES AND LIMITATIONS

2.1 Solicitation of Applications. The Producer is hereby authorized, while the Producer is licensed by the appropriate licensing authority (when required), to solicit, procure and submit to the Company applications for products sold by the Company subject to the terms and conditions of this Agreement, in consideration for which the Company agrees to pay commissions to the Producer subject to the terms herein. The Producer is not required to devote the Producer's entire time and efforts to selling products for the Company, but the Producer agrees, during the term of this Agreement, not to sell directly or indirectly, any type of Medical Cannabis plans other than for the Company, unless agreed to in writing by the Company. During the term of this Agreement, the Producer will use his/her best efforts to keep all Company Policies in force.

2.2 Compliance with Laws, Regulations and Rules. The Producer agrees to comply with all applicable laws, rules, regulations and orders of governmental authorities relating to the Producer's duties hereunder, to comply with all Company policies, rules and procedures, and use the Producer's best efforts to ensure that the Producer's employees and/or sub-Producers comply with all Company policies, rules and procedures.

2.3 Solicitation Materials. The Producer must secure the Company's written approval prior to using any materials or script identifying the Company or the Policies/Contracts, except such materials provided by the Company and used pursuant to the Company's instructions. The Producer is not authorized to alter any advertising material provided by the Company or its Carriers/Business Partners or other Affiliations [aka, Principals] or create such material including brochures, ads, blogs or videos or without prior written consent by the owner of the material. The Producer is not authorized to use or place any other advertisement containing the Company's name, logo or other marks of those of its principals without prior written approval from an officer of the Company. The Producer may not modify any Company materials or scripts. If the Producer violates the provisions of this Section, the Company may terminate this Agreement for cause pursuant to section 4.1.

2.4 Collection of Premiums & Membership Fees. The Producer is responsible for all premiums collected by the Producer or the Producer's employees and/or sub-Producers and will promptly remit to the Company all payments and collections received for or payable to the Company or its principal(s) without deduction. All premiums shall always be the property of the Company and will be held by the Producer purely in a fiduciary capacity and not for the Producer's own benefit. The Producer is not authorized to expend, cash or deposit, for any purpose, any portion of such premiums.

2.5 Return of Premiums. Upon notice from the Company of the postponement or rejection of any application, an offer of insurance/contract not accepted by an applicant, or the cancellation or refusal to renew a Policy, the Producer will immediately return to the applicant or policy

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owner any money in the possession of the Producer as advanced payment of premium, and the Producer will immediately furnish the Company with evidence that such return has been made.

**2.6 Delivery of Policies.** The Producer will deliver or have delivered all Policies/Contracts in accordance with the applicable rules and procedures of the Company. The Producer will immediately return to the company all new Policies which have not been placed and paid for within the applicable placement period.

**2.7 Confidential Information.** The Producer will use best efforts to preserve and protect the confidentiality of all proprietary or confidential information to which the Producer or the Producer's employees and/or sub-Producers may have access pursuant to this Agreement.

**2.8 Notice of Litigation or Regulatory Proceeding.** The Producer will immediately notify the Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any other Policy or Contract. A copy of the correspondence or document received shall accompany each notice. The Producer will furnish Company all records and all other documents relating to any lawsuit as requested by Company. The Producer agrees to cooperate fully with the Company in any insurance regulatory investigation or judicial proceeding arising in connection with any transaction connected to this Agreement.

**2.9 Prohibited Actions by Producer.** The Producer has no authority to, will not represent having such authority, and agrees not to:

- (a) Bind the Company by any promise or agreement, or incur any debt, expense or liability whatsoever in the Company's name or account.
- (b) Change, omit, add to, alter or waive any questions, statements or answers on any application, or change, omit, add to, alter, discharge or waive any of the terms and conditions of Policies, or receive any money due to the company or its principals, except first premiums and applications procured by or through the Producer, or extend time for any payment or quote rates other than those published by the Company, its Carriers/Business Partners or other Affiliates associated with this contract.
- (c) Except as mandated by law, pay or allow, or offer to pay or allow, as an inducement to any person to purchase or procure any Policy/Contract, any rebate of premium, or any inducement not specified in the Policy/Contract.
- (d) Represent or hold himself/herself out as a spokesman for the Company in any administrative or judicial proceeding or inquiry by the insurance department or any other regulatory, judicial or governmental agency of any state, commonwealth or territory.

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2.10 Company Rules and Regulations. The Producer will observe and comply with all reasonable rules, regulations, bulletins, instructions, rate books and manuals instituted from time to time by the Company (hereinafter "Company Rules and Regulations"). All Company Rules and Regulations adopted by the Company and given to its Producers will automatically become a part of this Agreement; provided however, that any such Rules and Regulations will not materially alter the terms of this Agreement.

2.11 Policy/Membership Applications. The Company's principal(s) reserve the right to disapprove or reject any application for a Policy submitted by the Producer, to limit or restrict the amount or plan of any Policy it will issue, to require a higher premium than applied for, and to cancel or rescind any existing Policy. No right of action against the Company will arise because of the refusal, delay or postponement by the Company or its principal(s), for any reason, to act on any applications submitted by the Producer.

2.12 E&O Insurance. The Licensed Insurance Producer must maintain their own errors and omissions liability insurance ("E & O Coverage") during the entire term of this Agreement, and in addition, will continue such E & O Coverage for as long as Producer receives post-termination commissions pursuant to Section 3.11 below.

### ARTICLE 3 COMMISSIONS

3.1 Payment of Commissions. Subject to the provisions of this Agreement and in accordance with the Company Rules and Regulations, the Carrier will pay commissions directly to the Producer in consideration for services performed hereunder. All commissions will be paid via PayPal and the producer PayPal email address is:\_\_\_\_\_.

3.2 Commission Schedule. Schedules will be provided for each separate appointment. Commissions will be computed on premiums paid to the Company or its principal(s) because individual policies issued during the term of this Agreement upon applications procured and submitted by the Agent, or if the Agent is a District or Regional Manager, those sub-agents within the Agent's hierarchy. Such commissions will equal the percentage of premiums paid as shown on the Commission Schedules subject to the conditions and qualifications set forth in this Article 3.

3.3 Withholdings. All compensations and benefits to the Producer hereunder shall be subject to all federal, state, local and other withholdings and similar taxes and payments required by applicable law.

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**3.4 Commission Amounts.** The Company or its Carriers/Business Partners/Affiliates will have the right, at any time, to increase or decrease the rate of any and all commissions on any or all of the Policies then being issued by the Company or its principal(s). Any such change will be effective immediately, without prior notice to the Producer, but will apply only to policies dated on or after the effective date of the change.

**3.5 Commissions Actually Received by Company.** Notwithstanding any other provision of this Agreement, it is agreed that any commissions payable to the Producer for any premium payment on a Policy will be made only from commissions actually received by the Company from its principal(s) [i.e. Carriers, Business Partners, Affiliates] for that premium payment on that Policy/Contract or Membership; and further that any such commissions payable to the Company be subject to contractual or other arrangements which may cause a forfeiture or termination of commissions. If the Company, for any reason (whether by terms of any contract, contract termination, default, breach, tort or otherwise) is not entitled to or does not actually receive its full commissions from the underwriting company with respect to such premium, then the Producer's commissions with respect to such premium will be reduced by the same percentage as the Company's commissions was reduced by the underwriter.

**3.6 Return of Premiums.** The Producer will not earn any commission upon applications rejected by the Company or its principal(s), or attributable to premium returned by the Company or its principal(s) upon any Policy canceled in accordance with the terms and conditions of such Policy, whether or not such commission has been paid. If the Company or its principal(s) for any reason whatsoever or not such commission has been paid. If the Company or its principal(s) for any reason whatsoever refunds any premium, or any part thereof, on any Policy or Policies (without limitation as to the number of Policies or amount of premiums refunded), then the Producer will reimburse the Company the commissions paid or advanced on the portion of the premium which was refunded only, whether or not earned, on such Policies. This Section does not apply to any Return of Premium benefit provision included in any Policy/Contract.

**3.7 Waived or Commuted Premiums.** Commissions will not be allowed on premiums waived or commuted by reason of death or disability.

**3.8 Increased Premium Rates.** If Company's principal(s) increase the premium rates charged for any active Policies, the Producer will not receive any commissions on the increased premium amounts.

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3.9 Lapse of Policy/Membership Contract. Upon the lapse of a Policy/Membership Contract, all future commissions with respect to such Policy are forfeited by the Producer otherwise entitled to commissions on such Policy.

3.10 Miscellaneous Commissions. During the term of this Agreement and thereafter, the right to receive commissions and the amount of any such commissions will be determined by the Company in the following cases: (a) on policy forms not listed on the Commissions Schedule attached to this Agreement and policy forms which may be introduced subsequent to the effective date of this Agreement, and (b) on re-issued, changed, converted and reinstated policies.

3.11 Discontinuance of Product. If the relationship of the Company with any underwriting company or principal terminates for any reason, the Company will have no obligation to the Producer concerning any policy not issued prior to such termination, irrespective of any notice.

3.12 Post-Termination Commissions. After the termination of this Agreement, the Producer will be paid commissions as follows:

(a) Commissions on Pending Applications. The Company shall pay to the Producer any first-year commissions due the Producer for policies that have been issued and delivered to the insured/member by the Producer. Commissions for policies which are pending on the Termination Date (defined below) will be paid to the Producer only if the policies are subsequently issued and delivered to the insured by the Producer.

(b) Vesting of Commissions. Vesting is immediate.

3.13 Producer Indebtedness. No such commissions will at any time be payable to the Producer if the Producer is indebted to the Company.

3.14 Right of Offset. The Company will at all times, whether before or after termination of this Agreement, have the right to offset any amounts owed by the Producer to the Company under any provision of this Agreement against any amounts owed by the Company to the Producer. Should any extension of time for payment of any obligation of the Producer be granted by the Company, the extension will not in any way affect any of the provisions of this Agreement or impair or reduce any liability of the Producer.

3.15 Lien on Commissions. The Company will at all times, whether before or after termination of this Agreement, have a first lien on commissions, fees, allowances, or other moneys due or to become due hereunder to the Producer to the extent of the Producer's indebtedness to the Company.

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3.16 Producer Expenses. The Producer will pay, with the Producer's own funds, all his/her business expenses, fees and taxes incurred by the Producer in the performance of this agreement.

### ARTICLE 4 TERMINATION

4.1 Termination. The Company may terminate this Agreement, effective on the date the Producer receives the termination notice, or on a later date if specified in the termination notice, if the Producer commits any of the following acts:

- (a) Commits a fraudulent act related to the performance of any Producer duty under this Agreement.
- (b) Fails to comply with any obligation or covenant described in Article 5, or intentionally fails to safeguard and return or destroy Confidential Business Information, Confidential Personal Information and Protected Health Information.
- (c) Writes business through or with a company/entity other than the Company, or uses any Company provided lead, or referral from any Company provided lead, to write business through or with a Company/entity other than the Company.
- (d) Intentionally violates any law or regulation that materially or adversely affects the Company's ability to sell Policies/Contracts, unless such violation results from the Producer's following instructions by the Company or from a failure by the Company to perform any of its obligations hereunder.
- (e) Has its insurance license revoked by any governmental regulatory agency.
- (f) Directly or indirectly through an intermediary induces any policyholder to:
  - i. Discontinue any premium payment required to keep a Policy/Contract in force, or
  - ii. relinquish any Policy in order to sell such policyholder insurance with another insurer.
- (g) Intentionally misrepresents, or induces any other person to misrepresent, any provision, benefit, premium or membership fee of any Policy/Contract.
- (h) Fails to comply with any obligations or covenant described in Section 2.3.
- (i) Breaches any material provision of this Agreement other than those set forth in the preceding subparagraphs of this Section 4.1, and if the breach can be cured but remains uncured for twenty (20) days after the Producer's receipt of notice the Producer fails to give written assurance to the Company that no similar breaches will occur in the future.

4.2 Forfeiture of Commissions. If the Company elects to terminate this Agreement pursuant to Sections 4.1 (a) – (g), and notwithstanding anything contained in Section 3.11 (b) to the contrary, all future commissions will cease to be Vested and the Producer will forfeit all rights to receive any and all future commissions and other payments, otherwise payable after termination pursuant to Section 3.11 (b); provided, however, that if Producer's breach or violation of the provision

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giving rise to such termination was unintentional and Producer ceases and desists from any further violations within fifteen (15) days of notice from the Company and the Producer cures the violation to the extent it can be cured, the future commissions will not cease to be Vested. Further, the Company may seek and obtain injunctive relief to prevent further violations of Sections 4.1 (a) – (g) by the Producer.

4.3 Termination Without Cause. This Agreement may be terminated by either party without cause by delivering to the other party written notice at least thirty (30) days prior to the effective date of such termination.

### ARTICLE 5 CONFIDENTIALITY AND NON-COMPETITION

5.1 Proprietary and Confidential Information. The Producer hereby agrees that the Company owns the business conducted hereunder. The parties agree that the Company has a legitimate business interest in protecting the confidentiality of this information and that these records constitute confidential information, trade secrets, goodwill and information pertaining to the Company coming to the knowledge of the Producer while the Producer is acting pursuant to this Agreement. The Producer agrees that the Producer will never, while this Agreement is in force or thereafter, divulge the names or addresses of any policyholders of the Company or its principal(s), the expiration date of their Policies or any other confidential information to anyone, except as required by the Company in the authorized conduct of its business.

5.2 Return of Confidential Information. Upon termination of this Agreement, the Producer agrees to immediately return to the Company all materials, supplies, all electronic and hard copy lists of names or addresses of any policyholders and leads, and all other data in the Producer's possession used with respect to the Producer's performance of services pursuant to this Agreement, and to provide full cooperation to the Company in connection therewith. The Producer also agrees not to retain any copies (electronic or otherwise) of any of this information. Following termination of this Agreement, the Producer will promptly forward all policyholder inquiries to the Company.

5.3 Non-Competition Covenant. The covenants by the Producer contained in this subsection are of the essence of this Agreement and the Company would not appoint the Producer hereunder in the absence of such covenants. In consideration of such covenants and other good and valuable consideration for this Agreement by the Producer, the Company hereby agrees to provide specialized training by teaching the Producer methods which it has developed at substantial cost and for its exclusive use for selling insurance and non-insurance products, and to entrust to the Producer records pertaining to the Policies and expiration dates and other confidential information pertaining to the business of the Company and its customers and potential customers. The Producer hereby expressly agrees that the training is of a unique, extraordinary and specialized nature dealing with unique processes, techniques, products and information



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developed by the Company (or principals) and is for its exclusive use and may be unknown to competitors of the Company. The Producer further agrees that the Producer will have access to trade secrets, proprietary and highly confidential information of the Company and its principals (including names of policyholders, endorsing groups and leads) which is of great value to competitors of the Company and that utilization of such information in competition against the Company is expressly prohibited, would be grossly unfair to the Company and would result in continuing irreparable damage to the Company. This information includes but is not limited to, proprietary information regarding the Company's policyholders or groups to whom the Company or its Producers sell or solicit insurance products. This information may be available to the Producer through computer access or otherwise.

In recognition of the foregoing the Producer, as an inducement to the Company to appoint the Producer and for continued appointment, hereby expressly agrees that:

- (a) During the term of this Agreement and for a period of five (5) years after the Termination Date, the Producer will not, directly or indirectly through an intermediary,
  - i. Interfere with any of the contractual or employment relationships between the Company and its underwriters, its Producers or its sub-Producers, or advise, encourage or induce any of the Company's sales personnel, Producers, sub-Producers or employees to terminate their relationship with the Company, or hire or employ any of the Company's sales personnel, Producers, sub-Producers, or employees, or
  - ii. Interfere with the Company's relationship with any of the Company's Groups.
- (b) Both during and after the term of this Agreement, the Producer will not directly or indirectly through an intermediary, replace or attempt to replace any Policy/Contract, or induce or attempt to induce any of the Company's policyholders/members to relinquish their coverage with the Company.

"Company's Groups" as used herein means the groups/organizations that the Company currently markets to, along with any additional groups/organizations from whose members the Company solicits applications after the execution of this Agreement, plus all affiliates of those groups/organizations.

The Producer expressly acknowledges and agrees that the covenants contained in this Article 5 are continent-wide in scope and are nevertheless reasonable as to geographical scope of time. The Producer and the Company expressly acknowledge and agree that such covenants and agreements shall be construed in such a manner as to be enforceable under applicable laws if a court of competent jurisdiction determines that a more limited scope or time is required.

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5.4 Forfeiture of Commissions and Other Remedies. The Producer agrees that, in the event of breach by Producer of any of the covenants of this Article 5, all future commissions will cease to be vested and the Producer shall forfeit all rights to any and all future commissions or other payments pursuant to section 3.11 (b).

Further the Company may seek and obtain injunctive relief to prevent further violations of this Article 5 by the Producer.

5.5 Injunctive Relief. Producer acknowledges and agrees that should Producer violate the terms of this agreement, Company's damages would be difficult, if not impossible to calculate. Additionally, Producer acknowledges and agrees that Company would not have an adequate remedy at law and Company is entitled to injunctive relief, without bond, to enjoin Producer's violation of the terms of this agreement.

### ARTICLE 6 CONFIDENTIAL INFORMATION

6.1 Confidential Information. Performance of the duties and obligations required under this Agreement may require the Company to disclose to the Producer certain confidential or proprietary information. The Producer agrees to not disclose any confidential or proprietary information.

### ARTICLE 7 INDEPENDENT CONTRACTOR

7.1 Status as Independent Contractor. The Producer is free to exercise its own discretion and judgment as to the time, place, method, manner and persons to whom solicitations are made under this Agreement. The Company's rules and regulations and the obligations established hereunder regarding the conduct of business contemplated hereby are designed to assure that the Producer's method of doing business is not inconsistent with the Company's legal responsibilities and business practices.

The Producer is an independent contractor, and nothing contained in this Agreement shall create or shall be construed to create the relationship of employer and employee between Company and Producer. The Producer specifically will not be treated as an employee for the purposes of Workman's Compensation benefits, the Federal Insurance Contributions Act, the Social Security Act, the Unemployment Tax Act, income tax withholding, the employee benefits provisions described in the Income Tax Code section 70 (group-term life insurance purchased for employees), section 101 (b) (employee death benefits), sections 104, 105 and 106 (accident and health insurance or accident and health plans), section 120 (group legal service plans), section

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127 (educational assistance programs), and subtitle A (contributions to stock bonus, pension, profit sharing, or annuity plans and related trusts). Further, the Producer understands and accepts as his sole responsibility all duties to pay Federal self-employment and income tax.

### ARTICLE 8

#### CONSUMER PROTECTION ACT, DO-NOT-CALL REGISTRY & TELEMARKETING SALES RULE COMPLIANCE POLICY”

8.1 Producer acknowledges that any telephone offers, sales, solicitation or collection of Application Materials or enrollments are governed by state, federal and local regulations relating to telemarketing of services and products, including (without limitation) “robo” calls. Accordingly, Producer agrees to strictly comply with such regulations, including (without limitation) the Federal Trade Commission Telemarketing Sales Rule, as amended, the Federal Communications Commission Telephone Consumer Protection Act of 1991, as amended, and all other federal and state telemarketing sales rules and “do not call” requirements (collectively, the “Telemarketing Laws”). Producer further agrees that it will comply with all instructions of the Company or any insurers represented by the Company with respect to compliance with telemarketing regulations and the Company’s and any insurer’s policies regarding telemarketing.

Purpose To ensure that Producer adequately addresses federal regulation as it pertains to telephone solicitations.

Audience All WCIG employees, contractors, members, and third parties, including, but not limited to, all third-party agents and agencies (“Producers”).

Scope All exceptions to this policy must be authorized by WCIG Sr. Management. Requests for exceptions to this policy and must be submitted in writing to [agents@WCIGrp.com](mailto:agents@WCIGrp.com)

8.2 Overview / Regulatory Summary The federal Telephone Consumer Protection Act (“TCPA” or the “Act”) (47 U.S.C. § 227) and related Federal Communications Commission (“FCC”) regulations shield consumers from unwanted telemarketing. The TCPA defines telemarketing as the initiation of a telephone call or fax for the purpose of encouraging the purchase or investment in property, goods or services, which is transmitted to any prospective customer at a residence. The TCPA governs cold calls, prerecorded sales calls, and the use of auto-dialers, fax machines and other telemarketing strategies. Updates to the Act have also placed restrictions on the use of unsolicited, automated phone calls made by telemarketers who advertise using fax machines and automatic dialers. Due to an increasing number of consumer complaints regarding telemarketing phone calls to the FCC, WCIG has adopted the rules of the TCPA to maximize consistency with the Act.

Pursuant to its authority under the TCPA, the FCC has also established, together with the Federal Trade Commission (“FTC”), the Telemarketing Sales Rule (“TSR”), which gives the FTC “tools to combat telemarketing fraud, gives consumers added privacy protections and defenses against unscrupulous telemarketers, and helps consumers tell the difference between fraudulent and legitimate telemarketing.” The TSR helped to establish a national Do-Not-Call Registry. The Do-Not-Call Registry is nationwide in scope, applies to all telemarketers (with the exception of certain non-profit organizations), and covers both interstate and intrastate telemarketing calls. Commercial telemarketers are not allowed to call a

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consumer if the consumer's number is on the Do-Not-Call Registry, subject to certain exceptions as provided herein. The TSR prohibits calling consumers who have put their phone numbers on the national Do-Not-Call Registry. WCIG fully supports and acknowledges the authority of the FTC and enforces the TSR at all times.

The national Do-Not-Call regulations went into effect on October 1, 2003. On June 11, 2008, the FCC amended its rule to require telemarketers to honor registrations with the Do-Not-Call Registry indefinitely. Previous rules provided that registrations would expire after a set amount of time

8.3 The TCPA requires companies to:

- 8.3.1. Maintain a written Do-Not-Call Policy, available to consumers promptly upon request
- 8.3.2. Train and inform all personnel engaged in any aspect of telemarketing on the existence and use of the Do-Not-Call Policy and Lists and on all related procedures and requirements of the TCPA
- 8.3.3. Maintain a company Do-Not-Call List and honor all consumer requests to have their telephone number placed on the Do-Not-Call List within thirty days of such request
- 8.3.4. Only make calls between the hours of 8:00 am and 9:00 pm local time, unless there is prior consent from the person being called
- 8.3.5. Promptly identify the caller's name, company name and a telephone number or address at which the caller may be contacted
- 8.3.6. Transmit caller ID information
- 8.3.7. Not abandon outbound calls.

In 2012, the FCC revised its TCPA rules to require telemarketers:

- 8.3.8. To obtain prior express written consent from consumers before robocalling them,
- 8.3.9. To no longer allow telemarketers to use an "established business relationship" as an excuse/or valid defense to avoid getting consent from consumers, and
- 8.3.10. To require telemarketers to provide an automated, interactive "opt-out" mechanism during each robocall so consumers can immediately tell the telemarketer to stop calling.

8.4 Below are the Act's prohibited practices:

8.4.1. Restrictions on the use of automated telephone equipment:

- a. The Act prohibits initiating a call with an artificial or prerecorded voice messages for calls to residential lines (47 U.S.C. 227(b)(1)(B))
- b. The Act prohibits artificial or prerecorded voice messages for calls to cellular telephones (47 U.S.C. 227 (b)(1)(A)(iii))

8.4.2. Contacting a consumer who is on the "do-not-call" registry:

- a. A consumer who has received more than one telephone call within any 12-month period by or on behalf of the same entity may sue for all calls including the first. It does not matter if the calls are live, pre-recorded or robotic calls (47 U.S.C. 227 (c)(5))
- b.3. Marketing via fax: A telemarketer cannot use a fax machine, computer or other device to send, to a fax machine an unsolicited advertisement (47 U.S.C. 227(b)(1)(C)).

8.4.3 The National Do-Not-Call Registry (15 U.S.C. §§ 6151-6155) is part of the Do-Not-Call Implementation Act and a provision of the TSR. The FCC issued a compatible rule under the TCPA. Below are the strict rules that must be followed:

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- a. You are not allowed to call a consumer who has placed their name on a Do-Not-Call List ("DNC") – this applies to both cellular and residential lines
- b. If a consumer makes an inquiry, the company can call the consumer for a period of three (3) months. If the consumer requests that the company not call, the company may not do so even if there is an established business relationship
- c. Consumers not on the national Do-Not-Call Registry can still request to be placed on a company's do-not-call list, and marketers (including you!) must oblige
- d. IF YOU CALL THE CONSUMER AGAIN, YOU MAY BE SUBJECT TO FEDERAL TCPA AND TSR FINES RANGING FROM \$500.00 TO \$ 41,484.00\* PER VIOLATION. INDIVIDUAL STATES WILL FINE YOU TOO! STATE PENALTIES RANGE FROM \$100.00 TO \$25,000.00\* PER VIOLATION. ADDITIONALLY, SOME STATES VIEW DO-NOT-CALL REGISTRY VIOLATIONS AS A CRIMINAL CHARGE, RANGING FROM A MISDEMEANOR TO A FELONY - BOTH OF WHICH MAY BE PUNISHABLE BY IMPRISONMENT. \*THESE FINES ARE SUBJECT TO CHANGE.

8.4.4 Established Business Relationship: Prior existing relationship between a person or entity and a residential subscriber with or without an exchange of consideration, on the basis of the subscriber's purchase or transaction with the entity within the eighteen (18) months immediately preceding the date of the telephone call or inquiry or application regarding products or services offered by the entity.

- a. An agent may call a consumer with whom it has an established business relationship for up to eighteen (18) months after the consumer's last purchase, delivery, or payment - even if the consumer's number is on the National Do-Not-Call Registry
- b. An agent may call a consumer for up to three (3) months after the consumer makes an inquiry or submits an application to the company (known as a lead)
- c. If a consumer has given a company express written consent, the company may call even if the consumer's number is on the National Do-Not-Call Registry
- d. If a consumer asks a company not to call, the company may not call – even if there is an established business relationship. A company may not call a consumer - regardless of whether the consumer's number is on the registry - if the consumer has asked to be put on the company's "do not call" list.

8.4.5 The TSR (Title 16 CFR Part 310) has several key requirements and prohibitions regarding deceptive and abusive telemarketing practices:

- i. Callers are required to promptly and clearly inform each consumer (16 CFR 310.4(d):
- ii. The identity of the seller; b. The purpose of the call is to sell goods or services; and c. The nature of the goods or services being offered
- iii. Telemarketers should not undertake a pattern of unsolicited calls causing any telephone to ring repeatedly where a reasonable consumer would consider harassing or abusive (16 CFR 310.4(b)(1)(i)).
- iv. Telemarketers should not call consumers who have stated they do not want to be contacted. The Rule defines this act as denying or interfering with a person's right to be placed on the "do-not-call" registry (16 CFR 310.4(b)(1)(ii) and 16 CFR 310.4 (b)(1)(iii))

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- v. The Rule prohibits telemarketers from calling before 8 a.m. or after 9 p.m. in the time zone where the consumer is located (16 CFR 310.4(c))
- vi. Callers must disclose cost and other material information before a consumer pays for goods or services (16 CFR 310.3(a)) Other provisions of the regulation include:
- vii. Requiring disclosures of specific information,
- viii. Prohibit misrepresentations,
- ix. Require transmission of Caller ID information,
- x. Prohibit abandoned outbound calls, subject to a safe harbor,
- xi. Prohibit unauthorized billing,
- xii. Set payment restrictions for the sale of certain goods and services, and
- xiii. Require that specific business records be kept for two years.

8.5 Policy WCIG, its business partners, and any and all independent third-party agents and agencies who market products provided by WCIG or our business partners, shall identify and comply with the TCPA, the Do-Not-Call Registry, the TSR and any similar laws of the relevant state. The laws are constantly being revised, thus: **IT IS YOUR RESPONSIBILITY TO READ AND STAY CURRENT ON THE RELEVANT REGULATIONS AND ENSURE THAT YOU, YOUR EMPLOYEES, YOUR AGENTS, AND YOUR DOWNLINE BUSINESS PARTNERS ADHERE TO THE VARIOUS LAWS THAT GOVERN YOUR BUSINESS AND BUSINESS PRACTICES AS THEY PERTAIN TO THIS INDUSTRY.**

8.6 WCIG is committed to serving our customers in conformity with the rules governing telemarketing activities. The majority of our telephone activity is either outbound calls to warm leads who are seeking medical insurance or information regarding our insurance products, or inbound calls from existing customers who may wish to receive a more information about an existing product or a quote concerning a new product. WCIG and its third-party business partners do not engage in unsolicited telemarketing. Any employee, vendor or third-party business partner who is considering telemarketing must first consult with the Director of Corporate Compliance and Transactions on appropriate procedures adhering to the TCPA and applicable state laws. Independent agencies conducting telemarketing in specific reference to a product or marketing initiative of WCIG' shall fully adhere to the TCPA and applicable state and federal laws. There are strict penalties for noncompliance with the TCPA and similar state and federal laws. Violations may subject an agent or employee to such penalties, as well as contract termination, employment termination and other discipline. WCIG is not responsible for the actions and conduct of any third-party agents and agencies and maintains that all third-party agents and agencies must indemnify WCIG from any acts they perform that violate the TCPA and similar state and federal laws. In addition to strict compliance with the TCPA, TSR, Do-Not-Call Registry, and all other relevant state and federal laws pertaining to this topic,

8.7 WCIG requires the following of all employees, contractors, members, and third parties, including, but not limited to, all third-party agents and agencies:

- a. All agency and agent contracts with suppliers of marketing leads must require that all leads have the consumer's express written consent, per TCPA requirements, to receive telemarketing calls

## Producer's Agreement

- b. All lead suppliers must record and retain proof of written consent and be able to immediately provide specific documentation of the consumer's express written consent, upon request by WCIG or the carrier requesting same.
- c. All leads must include the consumer's prior express written consent, per TCPA requirements, to receive telemarketing calls and specific documentation of a consumer's prior written consent must be retained and provided within 48 hours, if requested by WCIG
- d. All leads must be provided by a vendor who complies with all federal and state guidelines which govern the collection and dissemination of leads
- e. All leads must also be provided by a vendor who complies with all federal and state guidelines with regard to updating their lists and implementing same. Most lists must be updated every 31 days, but some states require 21 to 30 days. You must ensure the contract with your lead provider dictates that they will be responsible for these items, that they know what the relevant laws are, and that they adhere to the relevant guidelines!
- f. All outbound leads shall be screened against WCIG's Do-Not-Call List and any other Do-Not-Call Lists provided by WCIG to the outside agent or agency. All WCIG affiliated carriers and products apply to WCIG's Do-Not-Call List unless otherwise noted in writing. If a Do-Not-Call List is provided by a specific carrier, then agencies are only required to ensure those numbers are scrubbed against the applicable carrier
- g. All agency and agent's training records must include a signed acknowledgement from each employee that they understand the requirements of the TCPA including Do-Not-Call policy requirements
- h. All agencies and agents must maintain written records documenting that all of the above requirements are being met. These records and documentation must be maintained for a minimum of seven years
- i. Each agency and agent is responsible for ensuring that its agency, agents and subagents are complying with TCPA requirements and all other applicable federal, state, and local telemarketing regulations.

8.7 Do-Not-Call List WCIG maintains a corporate Do-Not-Call List which is accessible to and utilized by our internal Agents and Customer Service Representatives. This corporate (Exhibit A) Do-Not-Call List is accessible via the Enrollment123 back office, as it may be updated from time to time. Any customer who informs us orally or in writing that he or she does not want to receive marketing calls from us will be placed on our corporate Do-Not-Call List. This list is updated regularly and circulated no less than monthly, unless no changes have occurred in the last thirty (30) days. Telephone numbers will remain on the corporate Do-Not-Call List indefinitely unless the customer cancels the registration.

8.8 If a Do-Not-Call List is provided by a specific carrier, then agencies are only required to ensure those numbers are scrubbed against the applicable carrier. Do-Not-Call Policy Requests Any customer who requests a copy of this Do-Not-Call Policy is entitled to receive it as soon as possible. Our Customer Service Representatives have been instructed to provide this policy to anyone requesting a copy.

8.9 Training Our internal Customer Service Representatives and Agents have been trained regarding our Do-Not-Call Policy. This training includes the requirements that any person making a telemarketing call

## Producer's Agreement

- a. must do so between the hours of 8:00 am and 9:00 pm local time, unless there is prior consent from the person being called; and
- b. promptly disclose his/her identity, the name of the company on whose behalf the call is being made and a telephone number or address at which the caller may be contacted.

Exceptions The inclusion on our corporate Do-Not-Call List does not prohibit the Company from contacting any customer in order to handle its obligations under a policy of insurance. These calls may be related to underwriting, billing, claims or other non-marketing type contacts.

8.10 For More Information To learn more about the TCPA and applicable state laws, you may visit the web site listed below. FCC web page: <http://www.fcc.gov/cgb/consumerfacts/tcpa.html>. The Federal Trade Commission also offers a free service to consumers allowing them to place their residential phone number on a National Do-Not-Call Registry. This service is offered and maintained by the federal government, not by WCIG. Consumers may add their residential phone number to this list either by calling 888-382-1222 or by going to [www.donotcall.gov](http://www.donotcall.gov).

Review & Update This policy will be reviewed and updated annually or more frequently, if necessary, to ensure any changes made to the WCIG organizational structure and business practices are properly reflected in the policy. I am in receipt of this Telephone Consumer Protection Act, Do-Not-Call Registry & Telemarketing Sales Rule Compliance Policy ("TCPA/DNC Policy"), this document. I have read the TCPA/DNC Policy, and agree that I, and my agency (if applicable), will endeavor to comply with the goals and missions of WCIG with respect to TCPA compliance, Do Not Call telephone numbers and TCPA Litigators as expressed and defined in the TCPA/DNC Policy. I will add the numbers and area codes provided on the Required Do Not Call List in Exhibit A, including any updates as may occur, to our internal Do Not Call List and will also distribute to my downline agents and agencies, as applicable.

I will continue to diligently monitor our procedures and policies and add new numbers and area codes immediately, as they are provided by updated.

### ARTICLE 9 CODE OF CONDUCT

9.1 Code Of Conduct: Producer agrees to endorse and support the Insurance Marketplace Principles of Ethical Market Conduct including:

- a. Conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would demand for itself;
- b. Provide competent and customer-focused sales and service;
- c. Engage in active and fair competition
- d. Only use advertising and sales materials that are Company approved and clear as to purpose and are honest and fair as to content
- e. Provide for fair and expeditious handling of customer complaints and disputes
- f. Maintain a system of supervision and review that is reasonably designed to achieve compliance with these principles of ethical market conduct.

9.2 As a representative of the products provided by or through WCIG:

WCIG Initial Here \_\_\_\_\_

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Producer Initial Here \_\_\_\_\_



## Producer's Agreement

- a. I recognize my responsibility to conduct myself in a manner upholding the goals expressed in the Insurance Marketplace Principles of Ethical Market Conduct every day.
- b. I will honor the contracts and appointments with all WCIG represented carriers
- c. I will honor existing WCIG business, both mine and that of others
- g. I will honor the WCIG Hierarchy structure, including my own
- h. I will maintain my clients' trust by operating with personal and professional integrity, honesty and fairness, at all times.
- i. It is my responsibility to understand the Company's products and services and represent them accurately to my customers
- j. I will provide the most relevant information to my clients to best satisfy their needs.
- k. I will provide quality service, before and after the sale, to my clients and their beneficiaries
- l. I will keep information in accordance to applicable laws and regulations and observe said laws and regulations in the practice of my profession
- m. In consideration of my clients' best interest, I will only replace a life insurance, health insurance, or applicable product when it best suits their needs
- n.. I will foster goodwill, while maintaining a courteous and respectful demeanor, both to my clients and the general public
- o. I will learn and follow the procedures and policies put in place by WCIG and their partner carriers, as they pertain to my role as a producer
- p. I will maintain all licensing and continuing education requirements and be knowledgeable of the state regulations in the places I am doing business.

### ARTICLE 10 GENERAL

10.1 Effective. This Agreement is not effective until executed by an authorized representative of the Company.

10.2 Venue. Nevada is the exclusive venue to bring any action arising from breach of or related to this Agreement. This Agreement was formed in Nevada and the obligations, undertakings and payments of each of the parties to this Agreement shall be performed or payable in Nevada.

10.3 Nevada Law. This Agreement shall be construed according to the laws of the State of Nevada.

10.4 Previous Agreements. This Agreement supersedes all prior agreements between the parties hereto, and no prior agreement will have any further force or effect; provided however that commissions for Policies sold prior to the effective date of this Agreement will be computed pursuant to the applicable commission schedules in effect when those Policies were sold.

10.5 Entire Agreement. This Agreement, including any attachments which are from time to time attached hereto and incorporated herein by reference, constitutes the entire Agreement between the parties hereto.

## Producer's Agreement

10.6 No Waiver. No failure or delay on the part of either party hereto in exercising any power or right under this agreement shall operate as a waiver thereof. No waiver by either party of any provision of this Agreement, or of any breach or default will be effective unless in writing and signed by the party against whom such waiver is to be enforced

10.7 Severability: If any one or more of the provisions contained herein is for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed, so far as is reasonable and possible, as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein or in a manner that is reasonable and reflect the intent of the parties hereto.

10.8 Notice. Any notice required to be given by the Company or the Producer may be given either in writing or by electronic transmission.

10.9 Modification. The Company will not be bound by any promise, agreement, understanding, or representation hereafter made unless the same is made by a written instrument, signed by an authorized representative of this Company, which expresses by its terms an intention to modify this Agreement.

10.10 Successors and Assigns. This Agreement inures to the benefit of and is binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. Neither this Agreement nor any of the benefits to accrue hereunder may be assigned, either in whole or in part, without the prior written consent of the Company.

10.11 Surviving Provisions. In addition to the provisions of this Agreement which set forth post-termination obligations, the provisions of Article 5 hereto survive termination of this Agreement.

10.12 Indemnification. The Producer hereby agrees, both during the term of this Agreement and thereafter, to defend, indemnify and hold the Company harmless from any and all claims, liability, or loss which result from the real or alleged negligent or willful acts or errors and omissions by the Producer, or by the Producer's employees or sub-Producers, in the performance of the Producer's duties under this Agreement, including all costs, expenses, reasonable attorneys' fees and other reasonable legal, accounting and other professional fees, penalties, fines, direct or consequential damages, assessments, including punitive damages, to the extent such are permissible under the laws applicable to this Agreement.

10.13 Arbitration. Except for the Company's right to file an action seeking injunctive relief to prevent future violations by the Producer pursuant to Sections 4.2 and 5.4, if any dispute or disagreement arises regarding any interpretation of this Agreement, its performance or nonperformance, or the figures and calculations used the parties will make every effort to meet and settle their dispute in good faith informally. If the parties cannot agree on a written settlement to the dispute within thirty (30) days after it arises, or within a longer period agreed

## Producer's Agreement

upon by the parties, then the matter in controversy will be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

Upon identifying and successfully procuring patients the Consultant will receive \_\_\_\_\_% commission of the monthly membership fee. However, once a Patient enrolls with Novus they will become property of Novus.

PRODUCER will receive commissions only from the sales of the PLANS only depicted in this Agreement.

WCIG Insurance Services, Inc.

Signature: \_\_\_\_\_

Officer: Frank Labrozzi CEO

Producer's Name: \_\_\_\_\_

Producer's Signature: \_\_\_\_\_

Producer's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please appoint me with the proper State Department of Insurance:

State Licenses: \_\_\_\_\_

Resident State License #: \_\_\_\_\_

WCIG Initial Here \_\_\_\_\_

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Producer Initial Here \_\_\_\_\_

**Producer's Agreement**

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**STOCK OPTION AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

Novus Acquisition & Development Corp. the parent company of WCIG Insurance Services, Inc.

(the "Optionor")

**OF THE FIRST PART**

**AND:**

Name Here: \_\_\_\_\_

(the "Optionee")

**OF THE SECOND PART**

WHEREAS: Option Shares, common stock for executing a benchmark of 100 subscription paying members for Novus Cannabis MedPlan and subject to Leak out provisions that are contained herein. Shares are to be vested according to SEC regulations.

WHEREAS the Optionor is the legal and beneficial owner of all of the outstanding common shares in the capital of the Optionor, being 25,000 such common shares ("Common Shares") of (the "Corporation");

AND WHEREAS the Optionor desires to grant the Optionee an option to purchase the Common Shares exercisable on and subject to the terms set out herein;

THIS AGREEMENT WITNESSETH that in consideration of the foregoing premises and other

## Producer's Agreement

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### Option

1. The Optionor hereby grants to the Optionee, subject to the terms and conditions hereinafter set out, an irrevocable option (the "Option") to purchase the Common Shares, as constituted at the date of this Agreement (the "Optioned Shares"), at a price of 50% discount per Optioned Share.

### Expiry Date

2. The Option may be exercised any time (the "Exercise Period") after the vested period

### Vesting

3. The Option is fully vested and exercisable by the Optionee as of 1 year of the vested period of the issuance of shares,

4.

### Exercise of Option

5. (a) Subject to the foregoing provisions, the Option shall be exercisable at any time during the Exercise Period and from time to time as aforesaid by the Optionee giving a notice to the Optionor, in substantially the form attached hereto as Appendix "A", specifying therein the number of Optioned Shares in respect of which the Option is being exercised, accompanied by payment in cash, certified check or bankers' draft payable in full payment of the purchase price for such number of Optioned Shares so specified therein.

- a. (a) Upon any exercise of the Option as aforesaid, the Optionor shall forthwith [cause the Transfer Agent and Registrar of the Optionor to] deliver to the Optionee, or the Optionee's legal personal representative or as they may otherwise in writing direct in the notice of exercise of Option, within ten (10) days following the receipt by the Optionor of payment for the Optioned Shares, a certificate or certificates representing in the aggregate such number of Optioned Shares as the Optionee or the Optionee's legal personal representative shall have then paid for.

## Producer's Agreement

### No Obligation to Exercise Option

6. Nothing herein contained or done pursuant hereto shall obligate the Optionee to purchase and pay for any Optioned Shares except those Optioned Shares in respect of which the Optionee shall have exercised in the manner herein provided.

### Rights as a Shareholder

7. The Optionee shall, even prior to the exercise of the Option, have those rights in respect of the Optioned Shares as are set out and provided for in the shareholder agreement annexed hereto as Schedule "A" as if the Option had been exercised.

### Transferability

8. The Option is not transferable or assignable and may be exercised only by the Optionee.

### Reservation of Treasury Shares

9. The Optionor shall at all times, during the term of this Agreement, reserve and keep available a sufficient number of unissued Common Shares in the capital of the Optionor to satisfy the requirements hereof.

### Investment Representations, Legends, and Agreements

10. (a) The Optionor may require the Optionee, as a condition of exercising such Option, to give written assurances in substance and form satisfactory to the Optionor to the effect that such Optionee is acquiring the Optioned Shares subject to the Option for his or her own account for investment and not with any present intention of selling or otherwise distributing the same, and to such other effects as the Optionor deems necessary or appropriate in order to comply with federal and applicable state or provincial securities laws, including the Securities Act (Ontario) and the United States Securities Act of 1933, both as amended (all such legislation, regulations, and rules made thereunder, "Applicable Laws"), or with covenants or representations made by

## Producer's Agreement

the Optionor in connection with any public offering of its common shares. The Optionee represents warrants and covenants that:

- (i) Any Optioned Shares purchased upon exercise of the Option shall be acquired for the Optionee's account for investment only, and not with a view to, or for sale in connection with, any distribution of the shares in contravention or circumvention of Applicable Laws.
  - (ii) The Optionee has had such opportunity as he or she has deemed adequate to obtain from representatives of the Optionor such information as is necessary to permit the Optionee to evaluate the merits and risks of his or her investment in the Optionor.
  - (iii) The Optionee is able to bear the economic risk of holding the Optioned Shares acquired pursuant to the exercise of the Option during the Exercise Period.
- (a) By making payment upon exercise of the Option, the Optionee shall be deemed to have reaffirmed, as of the date of such payment, the representations made in this Section 8.

### Notice

11. Any notice required or permitted to be given hereunder shall be in writing and will be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

if to the Optionee at:

Novus Acquisition & Development Corp

Attention: Frank Labrozzi

Telephone: 305-467-6699

Email: Frank@ndev.com

with a copy (for information purposes only and not to constitute notice)

Producer Name: \_\_\_\_\_

## Producer's Agreement

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

or such other street address, individual or electronic communication number or address as may be designated by notice given by any party to the other. Any such notice given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery or by electronic communication.

### Time of the Essence

12. Time shall be of the essence of this Agreement.

### Governing Law

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the federal laws of United States applicable therein.

### Entire Agreement

14. This Agreement constitutes the entire agreement among the parties relating to the subject matter hereof and supersedes all prior agreements and undertakings, oral or written, between the parties hereto with respect to the subject matter hereof.

### Enurement

15. This Agreement shall enure to the benefit of and be binding upon the Optionor, its successors and assigns, and the Optionee and the Optionee's legal personal representatives.

### Assignment

16. Except as permitted by any stock exchange on which the Common Shares of the Optionor are listed and posted for trading and applicable securities laws, this Agreement shall not be assignable by the Optionee or by the Optionee's legal personal representative.



## Producer's Agreement

### Counterparts and Electronic Execution

17. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

### Independent Legal Advice

18. The Optionee acknowledges that:

- (a) the Optionee has been afforded the opportunity to obtain independent legal advice with respect to the terms of this Agreement prior to its execution;
- (b) the Optionee has obtained independent legal advice with respect to the terms of this Agreement or has declined to seek such independent legal advice despite having been given the opportunity to do so, and being advised to do so, by the Optionor;
- (c) the Optionee has read this Agreement and understands the terms and the Optionee's rights and obligations hereunder; and
- (d) the Optionee has entered into this Agreement voluntarily.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

Novus Acquisition & Development Corp

\_\_\_\_\_  
By: Frank Labrozzi

Name: \_\_\_\_\_

\_\_\_\_\_  
By: Signature

# Producer's Agreement

## Leak-Out Agreement

THIS LOCK-UP/LEAK-OUT AGREEMENT (this "Agreement") dated as of \_\_\_\_\_, 20\_\_ is entered into by and between Novus Acquisition & Development Corp., a Nevada corporation ("NDEV"), Shareholder of record who name/entity is \_\_\_\_\_ ("SHLD"), individuals acting on behalf of themselves hereinafter know as ("Company"), and each of the stockholders of Company identified on the signature page hereto (collectively "Stockholders").

WHEREAS, Stockholders hold the number of shares of the common stock, \$.001 par value per share ("Common Stock"), of "Company set forth next to their respective names on the signature page hereto (collectively the "Shares");

WHEREAS, NDEV and Company have entered into Consulting Agreement dated herein contemplates that:

WHEREAS, SHLD will own common shares, of the outstanding shares of common stock of NDEV as an investment.

WHEREAS, the closing of the Share Exchange is conditioned upon the execution and delivery of this Agreement by each of the Stockholders;

WHEREAS, the Stockholders believe it is in their best interests to establish an orderly trading market for shares of the Common Stock;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

### Leak Out of Securities.

(a) Each Stockholder agrees that during the sixty (60) day period following the expiration of the Lock-Up Period the Stockholders will not collectively Transfer on any trading day a number of shares that exceeds the Leak-Out Limit (as defined below).

(b) The Leak-Out Limit will be equal to collectively ten percent (10%) of the average daily trading volume of the Common Stock (as reported by finance.yahoo.com) during the ten (10) trading day period immediately preceding the date of Transfer, subject to adjustment as follows:

(i) If during the Leak-Out Period the average closing price of the Common Stock (as reported by finance.yahoo.com) exceeds \$.25 per share for five (5) of ten (10) consecutive trading days, the Leak-Out Percentage will increase to fifteen percent (15%) of the average daily trading volume

## Producer's Agreement

of the Common Stock (as reported by finance.yahoo.com) during the ten (10) trading day period immediately preceding the date of Transfer.

(ii) If during any three (3) of five (5) consecutive trading days the number of shares of Common Stock traded (as reported by finance.yahoo.com) (A) exceeds one million (1,000,000) shares per day or (B) totals three million (3,000,000) shares in the aggregate, the Leak-Out Limit will increase to twenty percent (20%) of the average daily trading volume of the Common Stock (as reported by finance.yahoo.com) during the five (5) trading day period immediately preceding the date of Transfer.

(c) For purposes of determining what Transfers may be effected pursuant to this Section 2, instructions for Transfer shall be processed in the order received.

(d) The restrictions set forth in this Section 2 shall not apply to any Transfer made in a private transaction provided that the transferee agrees to be bound in a writing satisfactory to Company and NDEV by all of the terms and conditions of this Agreement.

2. Scope of Restrictions. The restrictions set forth in Section 1 and Section 2 above are expressly intended to preclude the Stockholders from engaging in any hedging or other transaction in which is designed to or reasonably expected to lead or result in a Transfer of the Shares that would be prohibited during the Lock-Out Period or Leak-Out Period, even if the Shares would be disposed of by someone other than the Stockholder. Such prohibited hedging or other transactions include any short sale or any purchase, sale or grant of any right with respect to any Shares or with respect to any security that includes, relates to or derives any significant part or its value from the Shares.

3. Stop Transfer Instructions. Stockholders agree and consent to the entry of stop transfer instructions with the transfer agent and registrar of Company's Common Stock and Company and its transfer agent and registrar are hereby authorized to decline to make any Transfer of shares if such Transfer would constitute a violation of this Agreement.

4. Voting. Stockholders shall retain all rights to vote the Shares owned by them during the Lock-Up Period and Leak-Out Period.

5. Termination of Agreement. This Agreement shall terminate in the event of a "Change of Control" of Company or a material change in the nature of the business conducted by NDEV Entertainment, Inc. The term "Change of Control" shall mean (i) the acquisition by any person, entity or group of persons or entities acting in concert of securities representing sixty six percent (66%) or more of the combined voting power of Company's then outstanding securities, whether acquired in one transaction or a series of transactions, (ii) a merger, consolidation or similar transaction which results in Company's shareholders immediately prior to such transaction not holding securities representing sixty six percent (66%) or more of the total voting power of the outstanding securities of the surviving corporation or (iii) a sale of all or substantially all of Company's assets (other than to an entity owned by Company or under common ownership with Company).

## Producer's Agreement

6. Registration. Within one hundred twenty (120) days of the closing of the Share Exchange, Company shall file a registration statement under Section 12(g) of the Securities Exchange Act of 1934, as amended, or shall submit such information to otcmarkets.com as shall be required for it to satisfy the adequate current information requirements set forth in the Pink OTC Markets Guidelines for Providing Adequate Current Information.

7. Attorney's Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled as determined by such court, equity or arbitration proceeding.

8. General.

[a] Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State Florida.

b) Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.

c) Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

If to Novus Acquisition & Development Corp:  
13020 SW 92 Ave  
A310  
Miami, Fl 33176  
Attention: Frank Labrozzi

If to the Shareholder:  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to a Stockholder, to the address set forth under such Stockholder's name on the signature page hereto.

## Producer's Agreement

Each party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 4.3. All notices and other communications will be deemed to have been given upon actual receipt by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

9. Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

10. Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

11. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

12. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

13. Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

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## Producer's Agreement

IN WITNESS WHEREOF, the parties have executed this Lock-Up/Leak-Out Agreement as of the date first above written.

This Producer's agreement is EXECUTED in Miami, FL, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Novus Acquisition and Development Corp

Signed By: \_\_\_\_\_

Title: Frank Labrozzi, CEO

Producer Name: \_\_\_\_\_

Producer Signature: \_\_\_\_\_

Producer Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If licensed, you will be registered with the following states' Department of Insurance.

Agent License Number and State: \_\_\_\_\_

States Licensed: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell

Phone: \_\_\_\_\_ Email:

\_\_\_\_\_ Social

Security Number Or EIN Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

WCIG Initial Here \_\_\_\_\_

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## Producer's Agreement

### Important Reminders:

1. Remember in order for you to get credit on the closing of the sale you need to input your affiliate ID #, if you don't have one please take time to enroll here: <https://www.novusqc.com/affiliate-area/?tab=settings>. From here you can track your customers and commissions
2. Please fill in areas highlighted in yellow otherwise the agreement will not be accepted and email the **entire** agreement to Novus, frank@ndev.biz