



RELEASE AGREEMENT

Spark Insurance Services, LLC (“Spark”) hereby agrees to release and/or transfer [AGENCY] and its downline agents and agencies (collectively, “[AGENCY]”) immediately upon request to allow [AGENCY] to obtain contracts with another external distribution entity (e.g., NMA, FMO) or directly with an insurance carrier (the “Release”). Spark agrees to take all reasonably necessary actions to effectuate the foregoing Release.

Promptly upon the Release, Spark agrees to pay [AGENCY] any unearned commissions produced by [AGENCY] prior to the Release pursuant to the applicable agreement(s) between the parties. In addition, Spark agrees to continue to pay [AGENCY] all earned residual overrides, split commissions, bonuses, or any compensation for its lifetime value owed to [AGENCY], pursuant to the applicable agreement(s) between the parties, should the [AGENCY] leave Spark.

Spark further agrees that [AGENCY] will receive override commissions on all business produced by [AGENCY] prior to the Release, including, without limitation, all commissions and compensation from all carriers contracted under Spark, pursuant to the applicable agreement(s) between the parties.

The parties acknowledge that all business submitted, produced, or generated by [AGENCY] (“[AGENCY] Business”), whether before or after the Release, are owned by [AGENCY] regardless of the relationship between Spark and [AGENCY]. The parties further acknowledge that Spark does not own [AGENCY] or any of its downline agents or agencies.

The Release is made subject to and does not modify the terms of any existing agreements (including any override commission agreements) or continuing obligations (including any obligations by [Agency] to repay Spark any advance or up-front fees) between the parties.

A signature indicates each party has read, understood, and agreed to the terms and condition of this Release Agreement.

Spark Health Inc.

By: _____

Name:

Title:

[AGENCY]

By: _____

Name:

Title: