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FRANCHISE DISCLOSURE DOCUMENT

GOOSEHEAD INSURANCE AGENCY, LLC
a Delaware limited liability company
1500 Solana Blvd., Suite 4500
Westlake, TX 76262
(214) 838-5500
legal@goosehead.com
www.goosehead.com

Goosehead Insurance Agency, LLC offers franchises for businesses that will offer various insurance products to customers, from a variety of insurance carriers.

The total investment necessary to begin operation of a Goosehead Insurance Agency business is between $66,000 and $111,500, which includes $50,000 to $65,500 that must or may be paid to the franchisor or an affiliate.

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payments to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Martin Thornthwaite, General Counsel, Goosehead Insurance Agency, LLC, 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262 (telephone: 214-838-5500).

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issued: March 16, 2026

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HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Goosehead Insurance business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Goosehead Insurance franchisee?	Item 20 or Exhibit E list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

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WHAT YOU NEED TO KNOW ABOUT FRANCHISING GENERALLY

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit C.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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SPECIAL RISKS TO CONSIDER ABOUT THIS FRANCHISE

Certain states require that the following risk(s) be highlighted:

Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with us by mediation and arbitration in Texas. Out of state mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and arbitrate in Texas than in your own state.

Minimum Royalty Fees. You must make minimum royalty fee payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Financial Condition. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's ability to provide services and support to you.

Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Unopened Franchises. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

Turnover Rate. During the last 3 years, a large number of franchised outlets (840) were terminated or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

Sales performance required. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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GOOSEHEAD INSURANCE AGENCY, LLC

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Exhibit K	MBA Graduate Incentive Amendment to Franchise Agreement
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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The franchisor is Goosehead Insurance Agency, LLC (**"Goosehead"** or **"Goosehead Insurance"**). In this Franchise Disclosure Document, when we refer to Goosehead Insurance we sometimes use the words "**we**," "**us**" or "**our**." A person who buys a franchise from us is called "**you**" in this Franchise Disclosure Document. If you are a corporation, partnership, limited liability company, or other entity, "**you**" also includes your owners.

The Franchisor, Parents and Affiliate

We were originally formed as a Texas limited liability company organized on May 16, 2008. We were reorganized as a Delaware limited liability company on November 7, 2012. Our principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. We do business under the name GOOSEHEAD INSURANCE. We do not do business under any other name. Our agents for service of process are listed in Exhibit D. We do not have any predecessors.

We are a wholly owned subsidiary of our parent company, Goosehead Insurance Holdings, LLC ("**GH Holdings**"), a Delaware limited liability company organized on October 13, 2016. GH Holdings' principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. GH Holdings does not offer any type of franchise, nor has it offered franchises in the past.

GH Holdings' parent company is Goosehead Financial, LLC ("**GH Financial**"), a Delaware limited liability company organized on December 22, 2015. GH Financial's principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. GH Financial does not offer any type of franchise, nor has it offered franchises in the past.

GH Financial's parent company, our ultimate parent company, is Goosehead Insurance, Inc. ("**GSHD**"), a Delaware corporation organized on November 13, 2017. GSHD is publicly traded on the NASDAQ stock exchange under the ticker symbol GSHD. GSHD is a guarantor of our obligations under our franchise agreements, and the consolidated financial statements of GSHD and subsidiaries are attached to this Disclosure Document in Item 21 and Exhibit F. GSHD does not offer any type of franchise, nor has it offered franchises in the past.

We are an affiliate of Texas Wasatch Insurance Services, L.P. ("**TWG**"), which did business under the trade name TWG Insurance until the second half of 2014. TWG now does business under the "Goosehead Insurance" name. TWG's principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. TWG does not offer any type of franchise, nor has it offered franchises in the past.

Our Experience

Our affiliate, TWG, engaged in the insurance services business under the name "Goosehead Insurance" and using the Proprietary Marks and operated as a national independent insurance agency beginning in 2003. TWG has never offered franchises in any line of business. We began offering franchises on November 22, 2011. From our inception until November 22, 2011, we did not have any active business activities. We do not offer or sell insurance products (other than in support of the System). We do not engage in any other business, other than the operation of the System and described in this Franchise Disclosure Document (the "**Disclosure Document**").

We have corporate offices in Westlake, Texas; Coppell, Texas; Fort Worth, Texas; Houston, Texas; The Woodlands, Texas; Austin, Texas; San Antonio, Texas; Tempe, Arizona; Englewood, Colorado; Orlando, Florida; Chicago, Illinois; Charlotte, North Carolina; Columbus, Ohio; Nashville, Tennessee;

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Minneapolis, Minnesota; Seattle, Washington; and Arlington, Virginia and are in the process of opening an additional corporate office in Indianapolis, Indiana.

The Franchises We Offer

We offer a franchise program to operate a business under the name "Goosehead Insurance" offering various insurance products to clients from a variety of insurance carriers (a "**Goosehead Business**"). Goosehead Businesses are generally identified by the trademarks and service marks identified in Item 13 (the **"Proprietary Marks"**). Goosehead Businesses operate using certain business processes, technologies, trade secrets, carrier contracts, client lists, knowledge, know-how, trade names, service marks, trademarks, logos, emblems, trade dress and other intellectual property; distinctive signage; standards and specifications for services, products, supplies, appearance, operations and management control; safety standards; training and assistance; purchasing programs; and advertising, marketing, promotional and sales programs; which may be developed or changed, discontinued, improved, modified and further developed by us from time to time (the **"System"**).

In 2026, we are offering an optional program called the "APEX Program" for qualifying franchisees that may be modified or discontinued in the future. The APEX Program provides an alternative training experience for agencies that have dedicated internal resources capable of delivering application training and guided practice. Franchisees approved for participation in the APEX Program are responsible for facilitating certain training components internally, subject to our standards and requirements. If you qualify for the APEX Program, you will sign the APEX Program Amendment to Franchise Agreement in the form attached as Exhibit N to this Disclosure Document.

The types of insurance offered by the Goosehead Business you will operate (the "**Franchised Business**") include property and casualty insurance (for example, homeowners, automobile, boat, recreational vehicle and umbrella policies) for individuals and small businesses. If you meet the necessary state licensing requirements and our standards, you may also be approved to offer life insurance and commercial insurance through the Franchised Business. All insurance offered by the Goosehead Businesses must be through approved carriers with which we have appointments. Goosehead Businesses may not offer any insurance products through excess and surplus lines carriers unless we are appointed with those carriers. There is no guarantee that, as a franchisee, you will have access to all insurance carriers servicing the System, as there may be geographical exceptions to carrier availability (for example, states where a carrier cannot provide insurance). We intend to leverage the combined purchasing power of the Goosehead Businesses and our ongoing relationships with carriers to obtain favorable commission rates. The System also provides access to exclusive products with our insurance carriers.

A key feature of the System as of the date of this Disclosure Document is the robust back-office services we provide to each Goosehead Business. In particular, we manage the ongoing client service needs from our centralized contact centers currently located in Westlake, Texas, San Antonio, Texas, Orlando, Florida, and Henderson, Nevada. This includes policy changes, proof of insurance, policy inquiries and other client service needs. All of our client service employees are highly trained, licensed insurance agents, focused on driving high retention and creating new revenue opportunities through cross-selling and up-selling. In addition, our back-office services provide front-end quality control audits, premium trust accounting, commission accounting, business analytics and access to our customized technology platform.

The Market

The market for insurance services is well established. Your competitors will include independent insurance brokerages and captive insurance agents. We are aware of a number of other franchised insurance brokerages that have developed systems or are in the process of developing them. We are

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not aware of any competing systems that offer an equivalent value proposition to ours with current operations in the markets in which we offer franchises.

Applicable Regulations

The Franchised Business will be subject to laws, regulations and ordinances that are applicable to businesses generally. You will also be subject to laws specific to the insurance industry. Insurance services are primarily regulated by individual states, but there may also be federal laws that affect some aspects of your business. You must be licensed to sell insurance in your state and any other states for which you may issue or service insurance policies. All employees of the Franchised Business who will sell insurance (**"Producers"**) must also be licensed. On an annual basis you must provide to us proof that all Producers employed by the Franchised Business are licensed. Some states may require multiple licenses applicable to different types of insurance. It is your responsibility to determine and obtain proper state and/or federal licensing that may be required to sell insurance. You must also comply with Executive Order 13224, which prohibits transactions with suspected terrorists or persons or organizations associated with suspected terrorists and the USA Patriot Act and the International Money Laundering Statement and Anti-Terrorist Financing Act of 2001, which impose anti-money laundering requirements on a broad variety of "financial institutions." You will also have to comply with certain federal laws, such as the Gramm Leach Bliley Act, the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, the Telephone Consumer Protection Act and the Financial Services Modernization Act. You should consult with a lawyer and investigate the specific laws and regulations applicable to your business.

ITEM 2
BUSINESS EXPERIENCE

Executive Chairman: Mark E. Jones

Mr. Jones is one of our co-founders and serves as Executive Chairman of the Board of Directors of GSHD in Westlake, Texas. He served as our Chief Executive Officer from our founding in May 2008 to July 2024.

Vice Chairman: Robyn Jones

Ms. Jones is one of our co-founders and has been our Vice Chairman since May 2008 in Westlake, Texas. Ms. Jones currently serves as the Vice Chairman of the Board of Directors of GSHD.

President and Chief Executive Officer: Mark Miller

Mr. Miller has been our President since May 2022 and our Chief Executive Officer since July 2024, and has served on GSHD's Board of Directors since March 2018 in Westlake, Texas. From May 2022 to July 2024, he served as our Chief Operating Officer. Before joining us, Mr. Miller was the Chief Financial Officer at Pluralsight in Park City, Utah from April 2020 to April 2022. Before that, Mr. Miller was the Chief Financial Officer for Finastra from May 2019 to April 2020 located in London, United Kingdom.

Chief Financial Officer and Chief Operating Officer: Mark Jones, Jr.

Mr. Jones has been our Chief Financial Officer since September 2022 and our Chief Operating Officer since August 2025 in Westlake, Texas. From August 2020 to September 2022, he served as our Vice President of Finance. From October 2016 to August 2020, Mr. Jones was our Controller. Before

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joining us, from August 2015 to October 2016, Mr. Jones worked in Transaction Services for Ernst & Young LLP in Dallas, Texas.

General Counsel and Corporate Secretary: Martin Thornthwaite

Mr. Thornthwaite joined Goosehead as General Counsel and Corporate Secretary in March 2026 in Westlake, Texas. Before joining us, he was Senior Vice President and Associate General Counsel at RealPage, Inc. in Dallas, Texas from August 2023 to March 2026. Before that, Mr. Thornthwaite was Vice President and Associate General Counsel at RealPage, Inc. in Dallas, Texas from July 2019 to August 2023.

Chief Client Experience Officer: Charl Lombard

Mr. Lombard has been our Chief Client Experience Officer since April 2025 in Westlake, Texas. Before joining us, Mr. Lombard was President of AI & Digital Transformation at Info-Tech Research Group in Southlake, Texas from July 2022 to August 2024 and Vice President of Global Head of Product Management & Strategy for Sabre Corporation in Dallas, Texas from October 2019 to July 2022.

Executive Vice President, Chief Technology Officer: Justin Ricketts

Mr. Ricketts has been our Executive Vice President since October 2022 in Westlake, Texas. Before joining us, he was the Chief Product and Development Officer for Sabre Hospitality Solutions in Southlake, Texas from June 2014 to October 2022.

Vice President, Franchise Operations: Daniel Keene

Mr. Keene has been our Vice President since May 2025 in Westlake, Texas. He was previously Director of Strategic Initiatives from September 2024 to May 2025. Before joining us, he was a Director of Portfolio Management and Corporate Development at Ashford Inc. in Dallas, Texas from August 2022 to March 2024 and a Senior Consultant at PwC from November 2020 to August 2022 in Dallas, Texas.

Vice President, Partnerships: Craig Lauck

Mr. Lauck has been our Vice President since February 2023 in Westlake, Texas. Before joining us, he was an Executive of Marketing and Acquisition Strategy for Avant in Fort Worth, Texas and Chicago, Illinois from January 2022 to January 2023. Before that, Mr. Lauck held the position of Vice President for Goldman Sachs in Dallas, Texas from July 2021 to January 2022 and Co-General Manager for QuinStreet in Fort Worth, Texas and Foster City, California from December 2019 to July 2021.

Vice President, Revenue Operations: Dan Jacobs

Mr. Jacobs has been our Vice President since October 2024 in Westlake, Texas and Denver, Colorado. Before joining us, he was the Vice President of Global Revenue Operations for Avalara in Denver, Colorado from March 2023 to September 2024. Before that, Mr. Jacobs was the Head of Business Operations for Xactly in Denver, Colorado from July 2022 to February 2023 and Vice President of Commercial Finance and Sales Operations for Finastra in London, United Kingdom from June 2019 to July 2022.

Vice President, Learning and Development: Ted Olsen

Mr. Olsen has been our Vice President since January 2023 in Westlake, Texas. He was previously Managing Director of Training from January 2020 to January 2023. Mr. Olsen joined us in July 2005

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as an Account Executive and served in that capacity until January 2008 when he became Director of Corporate Sales in Westlake, Texas.

Vice President, Talent Acquisition: Julia Jordan

Ms. Jordan has been our Vice President of Talent Acquisition since January 2025 in Westlake, Texas. She previously served as our Managing Director of Talent Acquisition from February 2023 to January 2025 and from January 2020 to January 2022 and as our Managing Director of Marketing from January 2022 to February 2023. Ms. Jordan joined us in 2010 as an Account Executive and served in that capacity until January 2020 when she became Managing Director.

ITEM 3
LITIGATION

Prior Actions

Goosehead Insurance Agency, LLC v. Williams Insurance and Consulting, Inc. (Case No. 4:19-cv-01040-O, N.D. Texas). Williams Insurance and Consulting, Inc. ("Williams Insurance") is a former franchisee of ours. On August 20, 2019, we notified Williams Insurance we were terminating its franchise agreement with us because they were operating a competing insurance business in violation of the franchise agreement. In contravention of the forum selection clause of the franchise agreement, Williams Insurance filed a wrongful termination lawsuit against us in Michigan (captioned Williams Insurance and Consulting, Inc. v. Goosehead Insurance Agency, LLC (Case No. 19-cv-13706, E.D. Michigan)). On December 17, 2019, that case was removed and transferred to the United States District Court for the Northern District of Texas, which was later dismissed. Goosehead also filed its own complaint in the United States District Court Northern District of Texas on the same day (captioned Goosehead Insurance Agency, LLC v. Williams Insurance and Consulting, Inc. et al. (Case No. 4:19-cv-01040-O)). On December 17, 2020, the parties entered into a settlement agreement pursuant to which each party dismissed its claims against the other and we agreed to purchase the Williams Insurance book of business.

Richie Heumann, Inc. v. Goosehead Insurance Agency, LLC (Cause No. 236-357771-24, 236th Dist. Ct., Tarrant County, Texas), filed on September 19, 2024. Richie Heumann, Inc. ("RHI") is a former franchisee of ours. On October 31, 2023, we terminated RHI's franchise agreement with us based on our receipt of credible allegations that RHI's principal, Richard H. Heumann ("Heumann"), engaged in serious unethical practices using an RHI laptop and following RHI's and Heumann's failure and refusal to rebut such credible allegations. RHI filed suit against us for breach of contract, alleging wrongful termination and seeking monetary damages and recovery of its attorney's fees. RHI generally alleged that Goosehead lacked grounds to terminate the franchise agreement. We filed a counterclaim against RHI for breach of the franchise agreement and third-party petition against Heumann for breach of a guarantee, negligence, gross negligence, and tortious interference with contract based on RHI's and Heumann's conduct giving rise to termination of the franchise agreement. The parties executed a

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confidential settlement agreement, filed a joint motion to dismiss the lawsuit in February 2026, and an order dismissing the lawsuit with prejudice was signed on February 26, 2026.

Pending Actions

There are no pending litigations requiring disclosure.

Suits to Collect Unpaid Amounts

During our last fiscal year, we initiated 3 lawsuits against former franchisees to collect unpaid fees, royalties, or other amounts due after termination:

Goosehead Insurance Agency, LLC v. A.M.O Enterprise LLC (Case No. D-07-CV-25-017396, Cir. Ct., Anne Arundel County, Maryland; Filed July 1, 2025)

Goosehead Insurance Agency, LLC v. Roveske Frazier and Roveske Frazier Insurance Agency, Inc. (Case No. 2025-0029791-1, County Ct. at Law No. 1, Tarrant County, Texas; Filed July 29, 2025)

Goosehead Insurance Agency, LLC v. Gutschenritter Agency LLC (Case No. JO-2025-LM-015757, Ch. 61 Dist. Ct., Johnson County, Kansas; Filed November 20, 2025)

Other than the 5 cases above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

For a single franchise, the Initial Franchise Fee will be $50,000, payable in full prior to beginning the initial training program.

Except as noted below, the Initial Franchise Fee is uniformly applied. The Initial Franchise Fee is fully-earned upon receipt and, once you or any of your personnel begins the initial training program, the Initial Franchise Fee becomes non-refundable in consideration of administrative and other expenses that we incur in providing you with training, carrier appointments, and pre-opening assistance as part of the initial launch of the Franchised Business.

We offer a discount incentive program for honorably discharged U.S. military veterans who purchase a new Franchised Business. The amount of the discount is 20%. To be eligible, you must have served in a U.S. Armed Forces branch (Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force) and provide certain evidence of services and character of honorable discharge.

If you are a corporate agent already employed by us or our affiliates and you are purchasing a franchise from us as part of a corporate agent launch, you will sign the Corporate Agent Launch Amendment to Franchise Agreement in the form attached as Exhibit J to this Disclosure Document, and you will pay us your Initial Franchise Fee in two installments of $25,000 each, with the first

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installment payable prior to opening the Franchised Business and the second installment payable to us on the first anniversary of the Commencement Date of the Franchised Business, but we may waive the second installment where you meet or exceed any applicable performance metric agreed to in your Corporate Agent Launch Amendment to Franchise Agreement. We may, in our sole discretion and upon our prior written approval, waive the first initial franchise fee installment in the amount of $25,000 if you purchase a franchise and launch the Franchised Business outside of the state of Texas.

We offer an additional incentive program if you are purchasing a new Franchise Business and have enrolled in a Master of Business Administration (MBA) program within the five years prior to signing the Franchise Agreement, contingent upon graduating with an MBA (the "MBA Incentive Program"). If you qualify for this incentive, you will sign the MBA Graduate Incentive Amendment to Franchise Agreement in the form attached as Exhibit K to this Disclosure Document, and you will not be required to pay the Initial Franchise Fee prior to beginning the initial training program. Instead, the Initial Franchise Fee payment will be deferred and paid over time through our retention of Net Revenues earned by you on renewal business, until the Initial Franchise Fee has been paid to us in full. The deferred Franchise Fee shall be fully waived if you achieve a minimum of 300 policies in force ("PIF") during your first full year of operation.

Insurance

You must purchase Commercial General Liability Insurance, Cyber Risk Insurance, and Professional Liability (Errors & Omissions) Insurance. You must also purchase the following types of insurance if applicable: Business Automobile Liability Insurance (if your agency owns a vehicle), Employer's Liability and Worker's Compensation Insurance (if you hire an employee), Umbrella Liability Insurance, and Property Insurance. We reserve the right to require you to procure such policies from providers we designate as part of a System-wide insurance program we implement. If we do not designate such providers, such policy or policies must be written by an insurance company or companies we have approved. Please refer to the Brand Standards Manual for more details on our current insurance requirements. If you purchase some or all of your required insurance through Goosehead, your payment for the first year of coverage will be due to us before you open. Your total cost for premium payments for the first year will be between $2,000 to $5,000, depending on the types of insurance coverage you purchase through us and your coverage amounts.

Any fees paid for insurance coverage purchased through us are fully-earned upon receipt and are non-refundable. Please see Item 6, Note 10 and Item 7, Note 6 for more information.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	20% of Gross Revenues on Approved Insurance Products in their initial term and 50% of Gross Revenues on Approved Insurance Products in their renewal terms, subject to the Minimum Royalty	See Note 1	See Note 1
Marketing Contribution	Up to 2% of Gross Revenues	Same as Royalty Fee, on demand	See Note 2
Transfer Fee	$5,000 to $50,000	At time of transfer	See Note 3

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Type of Fee	Amount	Due Date	Remarks
Audit Fee	2% interest per month on unpaid amount and our cost of audit	On demand, after audit	See Note 4
Taxes	Amount required to reimburse us for certain taxes imposed on payments to us	On demand	See Note 5
Interest on Overdue Payments	18% per year on underpayment	On demand	Only due if there are any past due payments to us, measured from the payment was originally due until it was actually paid (See Note 6)
Product Evaluation Fee	The reasonable cost of inspection, as well as the actual cost of the test	On demand	See Note 7
Inspection Fee	Our costs and expenses of correcting uncured deficiencies from inspections	On demand, after inspection	See Note 8
Costs and Attorneys' Fees	Will vary under circumstances	Upon demand	Only due if you default under the Franchise Agreement, you must reimburse us for our expenses (including reasonable attorneys' fees) in enforcing or terminating the Franchise Agreement. Also, if you enter into a Promissory Note and we bring an action to enforce payment, you must reimburse our reasonable attorneys' fees and costs.
Securities Offering Fee	$10,000 or our actual expenses, whichever is greater	Upon demand	Only due if you engage in a securities offering, you must reimburse us for our reasonable costs and expenses (including legal and accounting fees) to evaluate your proposed offering and you also must indemnify us (see above).
Replacement and Additional Training	Up to $400 per day	Upon receipt of additional training, if applicable	See Note 9
Insurance	$2,000 - $5,000	On demand	See Note 10

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Type of Fee	Amount	Due Date	Remarks
Technology Fee	Currently, $590 for the first user and $420 for each additional user, but subject to increase up to 15% of the then current amount in any calendar year during the initial term of your Franchise Agreement.	Monthly	See Note 11
Lost Future Royalties	The average of the monthly Royalty Fees due for the previous 12 months (or the Minimum Royalty, if greater), multiplied by the lesser of 36 or the number of months remaining in the then-current term of the Franchise Agreement	Upon demand	You must pay this if we terminate the Franchise Agreement as a result of your default.
Book of Business Valuations	$1,000 per valuation	On demand, before valuation	See Note 12
Relocation Fee	$500	At the time you request relocation of the Franchised Business	See Note 13
Non-Compliance Fees	$500 to $1,500 per contractual deviation or default.	When billed.	Due if you deviate from any contractual requirement, including any deviation from the Brand Standards Manual. Non-Compliance Fees compensate us for administrative and management costs, not for our damages due to your default. The fee is $500 for the first violation, $1,000 for the first repeat violation, and $1,500 for second and each subsequent repeat violation on one or more consecutive, subsequent visits to your Franchised Business.

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Type of Fee	Amount	Due Date	Remarks
Agency Staffing Program Placement Fee	$2,000 to $6,000	At the time a job order request is submitted.	Only due if you choose to participate in the Agency Staffing Program. The fee for Franchisees who have attended the Build Your Business Training is $5,000 for any candidate placed as an Agency Principal or Manager and $2,000 for any other placed candidate. For Franchisees who have not attended the Build Your Business Training, the fee is $6,000 for any candidate that is placed as an Agency Principal or Manager and $3,000 for any other placed candidate.

Notes:

Except as otherwise described, all fees are imposed by and payable to us and are uniformly applied to new franchisees (however, in some instances in which it is appropriate to do so, we may waive some or all of these fees for a particular franchisee). We reserve the right to change the terms in the future for later franchisees. All fees are non-refundable.

1. We will receive all Commissions from Approved Carriers. We will receive all Premiums, Policy Fees and Agency Fees on your behalf. In the event that any Premiums, Policy Fees, or Agency Fees are received directly by you, these funds must be forwarded to us within 24 hours of receipt. Beginning on the first day of the first month that you, your Agency Principal, your Manager, or any of your employees begin(s) the initial training program prior to opening the Franchised Business (the "**Commencement Date**"), we will remit to you Net Revenues on a monthly basis. The following terms have the following meanings:

"**Agency Fees**" means fees that are charged by you for selling new Approved Insurance Products through Approved Carriers pursuant to the Brand Standards Manual.

"**Commission**" means the fees paid to us, by Approved Carriers as a percentage of the Premiums received from the sale or renewal of Approved Insurance Products generated by the Franchised Business.

"**Gross Revenues**" means the amount of Commissions and Agency Fees received, net of reversals of Commissions for insurance policy cancellations or changes, and net of Agency Fee refunds, for the sale of Approved Insurance Products by the Franchised Business; Gross Revenues will not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any Approved Carriers.

"**Minimum Royalty**" means a minimum monthly Royalty Fee payment, beginning six months after the Commencement Date, that differs if you are new to us or if you are purchasing a franchise after being a corporate agent with us or our affiliates.

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If you are new to us, the Minimum Royalty, beginning six months after the Commencement Date, is as follows:

Number of Months following the Commencement Date	**Amount of Monthly Minimum Royalty**
Six (6) to Eighteen (18)	Six Hundred Dollars ($600)
Nineteen (19) to Thirty-Six (36)	One Thousand Dollars ($1,000)
Thirty-Seven (37) to Forty-Eight (48)	One Thousand One Hundred Dollars ($1,100)
Forty-Nine (49) to Sixty (60)	One Thousand Two Hundred Dollars ($1,200)
Sixty-One (61) to Seventy-Two (72)	One Thousand Three Hundred Dollars ($1,300)
Seventy-Three (73) to Eighty-Four (84)	One Thousand Four Hundred Dollars ($1,400)
Eighty-Five (85) to Ninety-Six (96)	One Thousand Five Hundred Dollars ($1,500)
Ninety-Seven (97) to One Hundred and Eight (108)	One Thousand Six Hundred Dollars ($1,600)
One Hundred and Nine (109) to One Hundred and Twenty (120)	One Thousand Seven Hundred Dollars ($1,700)
One Hundred and Twenty-One (121) and for the remainder of the term of this Agreement	One Thousand Eight Hundred Dollars ($1,800)

If you are a corporate agent purchasing a franchise from us as part of a corporate agent launch (see Item 5), you will sign the Corporate Agent Launch Amendment to Franchise Agreement in the form attached as Exhibit J to this disclosure document, and the Minimum Royalty, beginning six months after the Commencement Date, is as follows:

Number of Months following the Commencement Date	**Amount of Monthly Minimum Royalty**
Six (6) to Twelve (12)	Two Thousand Four Hundred Dollars ($2,400)
Thirteen (13) to Twenty-Four (24)	Three Thousand Dollars ($3,000)
Twenty-Five (25) to Thirty-Six (36)	Four Thousand Dollars ($4,000)

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Thirty-Seven (37) to Forty-Eight (48)	Five Thousand Dollars ($5,000)
Forty-Nine (49) and for the remainder of the term of this Agreement	Six Thousand Dollars ($6,000)

"**Net Revenues**" means Gross Revenues net of all amounts due to us under the Franchise Agreement, including Royalty Fees, Marketing Contributions, Technology Fees, and payments due to us under the Promissory Note (if applicable).

"**Premiums**" means fees owed to the Approved Carriers for Approved Insurance Products.

"**Policy Fees**" means fees owed to the Approved Carriers for the sale of Approved Insurance Products.

The "**Royalty Fee**" will be the following amounts: (a) the greater of (i) 20% of Gross Revenues on Approved Insurance Products in their initial term, or (ii) the Minimum Royalty; and (b) 50% of Gross Revenues on Approved Insurance Products in their renewal terms and Approved Insurance Products written for existing clients on the same risk profile within a 90-day period of the cancellation of their existing policy (also known as "**re-writes**"). Approved Insurance Products sold by you in their initial term that are not re-writes are referred to as "**New Business**".

The "**Technology Fee**" will be an amount necessary to reimburse us for our costs of providing required software to you. The Technology Fee may vary during the term of the Franchise Agreement, and we have the right to adjust the amount of the Technology Fee to account for our increased or decreased costs, separate from the Index, but we will not increase the Technology Fee by more than 15% of the then current amount in any calendar year during the initial term of your Franchise Agreement. See Note 11 below.

Once a month, the Approved Carriers will send a commission report and Commissions earned by you, to us. On or before the last day of each month, unless the Franchise Agreement has been terminated for any reason, we will pay to you the Net Revenues for all Approved Insurance Products identified in a commission detail report that we receive from the Approved Carriers. If the Franchise Agreement has been terminated, then you are no longer entitled to the Net Revenues regardless of when the Commissions were earned. Please note that we expect each Approved Carrier to submit commission detail reports on a monthly basis for all policies written during the preceding month by no later than the 20th day of the subsequent month. But, if an Approved Carrier does not provide us with a commission detail report (and the applicable Commission) by the 20th day of the month, or if an Approved Insurance Product is not identified in the commission detail report we receive, you will not receive the Net Revenues for those Approved Insurance Products until the Approved Carrier provides us with the appropriate report and/or Commissions. We may delay or withhold payment of Net Revenues — on a policy by policy basis — for any Approved Insurance Product for which you fail to observe the risk management procedures we prescribe in the Brand Standards Manual, including that you obtain a signed application from the client and provide all required documentation. If we review your accounting and client records and find that you have not forwarded to us any Premiums, Policy Fees and/or Agency Fees that you collect, then we may pay the appropriate Premiums and Policy Fees to the Approved Carrier. You will be responsible for reimbursing us for those amounts and the applicable Agency Fees, in addition to paying a fee to us to cover our reasonable expenses in processing those payments and interest on those amounts, at the rate of 2% per month (but not more than the maximum rate permitted by law, if any such maximum rate applies). We have the right to set-off as part of Net Revenues any amounts you owe to us.

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2. We do not currently, but have the right to require you to make a Marketing Contribution. If we require you to make a Marketing Contribution, we will have the right to allocate the Marketing Contribution in the proportion that we designate among the following:

- A System-wide marketing and promotional fund (the "**Brand Fund**"); and/or
- Local marketing, which we may allocate between: (a) any regional marketing fund established for your area (a "**Regional Fund**"); and (b) funds that you will spend on local marketing and promotion.

See Item 11 for more information.

3. If you or any person holding an interest in the Franchised Business wishes to transfer 5% or more of the outstanding interest in the Franchise Agreement, in the entity operating the Franchised Business or in the Franchised Business, we may require you to pay us a fee as a condition of transfer. This transfer fee will be $5,000 if the transfer is to another franchisee currently operating within the System with an Agency Principal or Manager that has successfully completed all training programs then in effect. If you complete a transfer to an individual or entity not currently operating within the System, then the transfer fee is $50,000. This fee is necessary to reimburse us for our reasonable costs and expenses associated with, but not limited to, reviewing the application to transfer, including legal and accounting fees, and training the new franchisee. You are not required to pay to us a transfer fee (although you must reimburse us for the legal and accounting costs and expenses we incur) for the following transfers: (a) if we determine, in our sole discretion, that the transfer is for the convenience of ownership; (b) to members of transferor's immediate family; or (c) to an individual employed by you in connection with the Franchised Business for at least 24 consecutive months before the transfer. The waiver of a transfer fee for certain transfers does not waive any other requirements for transferees, including the fact that all transferees must be approved and meet our standards.

4. If an independent audit of your books reveals an underpayment of monies owed to us, you must immediately pay to us the amount underpaid plus interest on this underpaid amount at the rate of 2% per month (but not more than the maximum rate permitted by law, if any such maximum rate applies) from the date the amount was due, and for the costs and expenses of the audit. We do not expect the costs of any audit to exceed $10,000.

5. You must pay to us an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on us with respect to any payments you make to us, unless the tax is credited against income tax otherwise payable by us.

6. If any payment is received by us more than 15 days past due, you must pay to us immediately upon demand, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of 2% per month (but not more than the maximum rate permitted by law, if any such maximum rate applies).

7. If you want to buy or sell any products (including but not limited to insurance products), services or any item from an unapproved carrier, broker, or supplier, then you must first submit a written request to us asking for our written approval. We have the right to require that our representatives be permitted to inspect and vet the proposed new insurance product, carrier, broker, supplier or service. You (or the carrier, broker, or supplier) may be required to pay a charge, not to exceed the reasonable cost of the inspection and the vetting, as well as the actual cost of any tests.

See Item 8 for more information.

8. If, as a result of a site-visit, on-site review or consultation, any deficiencies related to the Franchised Business are identified, you must correct the deficiency within a reasonable time as we

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may designate in writing. If you fail to correct the deficiencies in a manner satisfactory to us, we may take any action as is necessary to correct the deficiency and you must reimburse us on demand for our reasonable costs and expenses in connection with this action including, but not limited to, the costs for completing the inspection and correcting the deficiencies. We do not expect any inspection costs to exceed $5,000.

9. If you, your Agency Principal, or your Manager cease active management or employment at the Franchised Business, then you must enroll a qualified replacement in our initial training program within 30 days. We may also require that your Agency Principal, Managers, Producers and employees attend such additional courses, seminars, and other training programs as we may reasonably require periodically, for which we may charge this fee. This fee is in addition to costs that you may incur in completing required training at our headquarters (e.g. lodging, meals, transportation). You may also incur additional training costs if you later open a branch location under our Branch Location Amendment to Franchise Agreement. See Item 12 and Exhibit L.

10. You must purchase Commercial General Liability Insurance, Cyber Risk Insurance, and Professional Liability (Errors & Omissions) Insurance. You must also purchase the following types of insurance if applicable: Business Automobile Liability Insurance (if your agency owns a vehicle), Employer's Liability and Worker's Compensation Insurance (if you hire an employee), Umbrella Liability Insurance, and Property Insurance. You may purchase some or all of these through us or from any approved carrier. We may require you to obtain additional insurance in the future. Please refer to the Brand Standards Manual for more details on our current insurance requirements. You are not required to buy any of these types of insurance through us, but you may elect to do so. The estimate in the chart represents the full premium payments for the first year for all insurance policies currently required. Subject to changes imposed by the insurance carrier or the insurance marketplace generally, the premium charged for the required E&O insurance if purchased through us will not increase by more than 25% in any single year. Please see Item 7, Note 6 for more information on the types of insurance and coverage amounts.

11. You will pay to us a monthly "**Technology Fee**" of $590 for the first user and $420 for each additional user. We currently use the Technology Fee in part to reimburse us for our costs in permitting you to use the "Salesforce.com" customized software, Goosehead's proprietary comparative rater, and/or other comparative rater software that we require, Microsoft Office, e-mail accounts, webpage maintenance, spam filter and virus protection. This fee will also include access to our helpdesk, which is open 24 hours a day, 7 days a week, for assistance with network, PC/laptop, printer and mobile device issues. The amount of this fee is expected to increase each year based on the cost of additional software and processes made available to you. We have the right to adjust the amount of the Technology Fee to account for our increased or decreased costs, separate from the Index, but we will not increase the Technology Fee by more than 15% of the then current amount in any calendar year during the initial term of your Franchise Agreement. Please see Item 11 for more information on the computer and software requirements.

12. If you ask us to prepare a valuation of your franchise for any reason (for example, in preparation for transferring or selling your franchise), we may require you to pay us a fee of $1,000. This fee must be paid before we begin preparation of the valuation to compensate us for our costs and expenses associated with conducting an analysis and valuation of your franchise. Any valuations we prepare for you are intended to be informational only and only one component of your analysis of the value of your franchise. You are ultimately responsible for determining the value of your own business.

13. You may not relocate the Franchised Business without our prior written approval. Any proposed relocation will be subject to our review and approval of the proposed new location under our then-current standards for site selection, and we will also have the right to take into consideration any

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