



INDEPENDENT PRODUCER AGREEMENT

This **INDEPENDENT PRODUCER AGREEMENT** ("Agreement") is made this _____ day of _____, 20____ ("Effective Date") by and between **Bridger Insurance Services**, a Texas general agency with a principal place of business located at 7180 Koll Center Parkway, Pleasanton, CA 94566 ("The Company"), and _____ with a principal place of business located at _____ in _____ ("The Producer").

1. Authority.

- a. The authority granted to you under this agreement is non-exclusive and granted based on the information you provided on the application form provided to us prior to granting authority under this agreement, your failure to fully and accurately provide all required information and responses to the questions on the application form may result in our termination or voidance of this agreement and/or your forfeiture of commissions otherwise payable by us to you.
- b. The Company hereby authorizes the Producer and Sub-producers to act as the Company's non-exclusive agent to solicit and accept proposals for the underwriting of the Products (as defined below) to consumers in the Territory (As defined below), upon underwriting terms and risks authorized in writing by the Company.
- c. Producer's authorization to solicit and accept proposal is expressly limited to the Company's insurance products set forth on the attached **Exhibit A** (the "Territory").
- d. Producer's authorization to solicit and accept proposals for the Products is further expressly limited to those states set forth the attached **Exhibit B** (The "Products"). Producer acknowledges that the Territory is not exclusive to the Producer, and that the Company is free to engage other producers to solicit and accept proposals in the Territory during the term of this Agreement.
- e. Producer's authority is limited, and Producer is expressly prohibited from (1) binding risk for a period longer than (24) hours, (2) issuing policies of insurance, and (3) making any verbal commitments of insurance. (4) Withholding any funds, documents, receipts, supplies, or equipment belonging to us after we have made a demand for them. (5) Misapplying or embezzling funds belonging to policyholder or us. (6) Extending the time for a payment of any premiums or accepting payment of any past due, premiums, a coverage of any insurance product or waving any premiums or the requirements unless we authorize you to do so.
- f. The Company reserves the right, from time to time and at any time in its sole discretion, to (i) decline or reject any risk and discontinue any forms of insurance with notice to the Producer (ii) decline any proposal, (iii) to change, alter or discontinue the Products, and (iv) to modify the Territory.

2. Rules and Regulations.

- a. The Producer shall comply with and abide by the standards, rules, processes, and procedures issued by the Company including but not limited to, permitted coverage's , quality of risk, reporting business procured policies, renewals, cancellations, claims, collections, accounting records, security procedures concerning systems, data, and access thereto building security procedures and all other rules, regulations and policies of the Company. This Agreement does not authorize the Producer to undertake or make adjustments of claims, or to waive, vary or extend the terms of any policy without prior written consent of the Company. Upon request by the Company, Producer agrees to assist with and cooperate in all claims and underwriting matters, and further agrees to immediately forward all information regarding accidents, proof of loss, summons and other complaints in the Producer's possession. At all times during the term of this Agreement, including all extensions, the Producer shall ensure that all persons whether employees, agents, subcontractors, and or anyone acting for or on behalf of the Producer in connection with this Agreement are properly licensed, certified and/or accredited as required by the applicable law of the Territory, and are suitably skilled, experienced and qualified to perform Producer's obligations under this Agreement.
- b. The Company, or its duly authorized representative, may upon twenty-four (24) hours' notice, inspect and copy all records maintained by the Producer pertaining to this Agreement. The Company's right to inspect and copy records shall continue until all matters arising under this Agreement shall have been concluded.



3. Premium Accounting.

Direct Bill.

(i) Producer may collect, receive, or give receipts for down payments and additional payments on direct bill policies, and will immediately forward to the Company. (ii) Direct Bill policies are issued by the Company on receipt of application from the Producer accompanied by the payment of premium for which the premium notices or renewals offers may be mailed directly to the insureds by the Company. (iii) The Producer will submit all funds for such policies, without deduction of Commissions or any other amounts. (iv) Producer accepts full fiscal responsibility for such premiums and fees for accepting payments on behalf of the Company.

Accounting Taxes

Because you are not our employee, you are solely responsible for reporting and paying any and all taxes imposed, or other cost assessed on account of our payment of compensation to you under this agreement. We will not withhold any amount of compensation for your taxes including, but not limited to income tax, social security, Medicare tax, workers compensation taxes or cost.

Premium Trust Account

- a. Any and all premiums received by the Producer shall be deposited into a premium trust account and will be held by the Producer in such premium trust account until swept by the Company. Producer agrees to comply with all applicable federal, state, or municipal statutes, ordinances, rules, orders and regulations governing the business of insurance and applicable rules of other regulatory (or self-regulatory) agencies or authorities.
- b. The keeping of accounts with the Producer on the Company's books, as creditor and debtor account, is considered a record on account. No commission alterations, nor failure to enforce prompt remittance, compromise, settlement or declarations of balance of account shall be held to waive assertion of trust relationships to premium collected by Producer.

4. Commissions.

- a. The Company agrees to compensate Producer in accordance with the attached Exhibit C (the 'Commissions') which may be amended from time to time given thirty (30) days written notice from Company to Producer. Commissions shall be computed upon premiums for the business accepted and retained by the Company as shown on Exhibit C. The Company will provide to the Producer a statement showing premiums collected and commissions due to Producer along with a check thereof the preceding month. The statement shall include cancellations, renewals, new business, endorsements, reductions, and returned Commission due the Company. Return commission due to the company shall be computed at the same rate as paid to the Producer.
- b. The Company will provide to the Producer a statement showing premiums collected and commissions due to Producer along with a check thereof the preceding month. The statement shall include cancellations, renewals, new business, reductions, and returned Commission due the Company.
- c. Any statement showing a return Commission balance shall be paid within thirty (30) days. Any return Commission balance due to Company after thirty (30) days shall accrue interest at a rate of 1.5% per month.
- d. All amounts payable to the Company on business placed with the Company up until the date of termination, even if said amounts are not yet due, shall be paid immediately upon termination of this agreement.

5. Ownership of Expirations.

- a. The expirations are property of the Producer, except that Producer's records and the use of the expirations shall immediately become property of the Company upon termination of this Agreement by the Company pursuant to Section 8c below. Producer hereby grants the Company as attorney in fact to execute and file any form, financing statement or other documents to perfect its interest to the expirations.
- b. In event that this Agreement is terminated for reasons other than Section 8c, and otherwise required by statute or regulations of the Territory, or the Company's domicile, each of the Producers policies not cancelled prior to termination shall



be renewed through normal state statutes, unless the Company sees fit to renew such policies for additional terms. If policies become abandoned by Producer, the Company may, in its sole discretion assume control of such policies as its own or reassign the policy to any of its duly appointed producers in the Territory.

6. Producer's Indemnification.

a. Producer shall defend, indemnify and hold harmless the Company and each person or entity which controls the Company and its affiliate depository institutions and their respective directors, offices, agents, and employees against any and all losses, claims, damages, liabilities, actions, costs or expenses to which such indemnified party may become subject to the extent such losses, claims, damages, liabilities, actions, costs or expenses arise out of or are based upon: (i) the failure of Producer to remain a duly licensed broker/agent under state laws. (ii) any violations of state insurance laws (including, without limitation, laws relating to registration or qualification as an insurance broker/agent by Producer, its officers, its agents or its employees arising out of the purchase, sale, of any insurance. (iii) any breach, default or violation of, under or with respect to any of Producer's duties, obligations, representations. Warranties of covenants contained in this Agreement; and (iv) any negligence, gross negligence, recklessness or willful or intentional misconduct of, or violations of any law by Producer or any of Producer's employee or agents.

b. Producer agrees to maintain, in full force and effect, a professional liability insurance policy insurance in amounts sufficient to meet its indemnification obligations under Section 6. Producer agrees to provide Company with a copy of the policy declaration page.

c. This Section 6 shall survive termination of this Agreement until expiration of the applicable statute of limitations. The Company has the right to participate in the investigation and defense of any claim arising under this Section and may, at the Company sole opinion, assume full defense in any action filed.

7. Limitation of liability and Damages

a. Neither the company nor its vendors nor its Licensors will have any liability to you or any third party for any incident damages, such as loss profit, sales, business, or data, or incidentals, consequential or special loss damages including exemplary and punitive damages, or any kind or nature resulting from or arising out of this agreement. The total liability of the Company and to vendors and licensors to you or any third party arising out of this agreement regardless of whether under a contract, tort, or other theory of liability, for one and all claims or types of damages will not exceed the total amount of commissions fees or payable here under to you during the 12 months immediately preceding the event rise to liability.

8. Termination and Suspension.

a. This Agreement shall commence on the effective date, and shall automatically renew in successive one (1) year intervals thereafter (the "Term")

b. Either party may terminate this Agreement for convenience by providing thirty (30) days prior written notice to the other party.

c. The Company may immediately terminate this Agreement for producer's abandonment, forfeiture, insolvency, gross or willful misconduct, refusal to renew, suspension or revocation or termination of the Producer's license, sale or transfer of or other material change in ownership of agency without written consent of the Company (not to be unreasonably withheld), breach of this Agreement, or failure to pay the Producer's account and any disputed items within thirty (30) days after written demand by the Company.

d. The Company may, at its election, terminate this Agreement for any reason not listed in Section 8c by giving the Producer written notice of termination in accordance with the notice provisions of this Agreement.

9. Producer's Status.

The Producer is and shall be deemed an independent contractor under this Agreement, having exclusive control over its time, the conduct of its operations and the selection of the companies with which it conducts business. The Company shall not be responsible for the Producer's expenses, such as rentals, transportation facilities, clerk hire, solicitor's fees, license fees, postage, telegrams, telephone, advertising, or any other Producer expense whatsoever. Nothing in this Agreement shall be considered as creating an employee/employer relationship between the Company and Producer. Any persons employed or



engaged by Producer in connection with this Agreement shall be deemed Producer's employees or contractors for all purposes and intents, and Producer shall be fully responsible for all such parties and shall indemnify the Company against any claims made by or on behalf of any such party.

10. Cancellation of Products.

The Company reserves the right to cancel directly, or discontinue the acceptance of quote requests, any contract for the Products at any time. In the event of such cancellations, or discontinuation of quoting, the Company will notify the Producer. The Company will provide notice to the Producer of such cancellation or non-renewal at the same time as or within a reasonable period of time after such notice is mailed or delivered to the named insured. The Producer is prohibited from effecting the mass cancellation of policies produced under this Agreement without the express written consent of the Company.

11. Intellectual Property Rights.

a. All intellectual property rights, including copyrights patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivate works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials of the Company and delivered to or accessed by the Producer under this Agreement (collectively, "Company Intellectual Property") shall be owned exclusively by the Company.

12. Company Technology

a. Limited Rights. Subject to the terms of this Agreement, the Company hereby grants the Producer nonexclusive, non-transferable, revocable, limited rights during the Term of this Agreement to access and use the Company's policy management, application(s) and APIs (collectively, the "Company Technology") for the limited purpose of quoting, issuing and servicing the Company Product(s). The Producer shall provide and maintain, at its sole cost and expense, all hardware, software, internet access and other materials necessary to access and use the Company Technology.

b. Use of Company Technology and Documentation. Producer shall comply with all applicable laws and the requirements stated in the documentation provided by the Company. Except as provided in this Agreement, Producer shall not permit any third party to access or use Company documentation of Company Technology.

c. Company Proprietary Content and Applications. Except for the limited right granted in Section 12.a., (Limited Rights), the Company and its licensors reserve all right, title, interest, express or implied, in and to the Company Technology, the Company's other software and systems, the Company's other web applications, tools and application services, and the Company's logos, marks, data and other content of the Company (collectively, the "Company Proprietary Content and Applications").

d. Suspension. The Company understands that consistent availability of the Company technology is important to you. However, the Company may suspend your access to the Company technology (in whole or in part) for any of the following reasons; (i) to prevent damages to; or degradation of the Company proprietary content and applications; (ii) To comply with any law, court order, or other governmental request; or (iii) if you violate the terms of this agreement. The Company shall restore access, as soon as the event giving rise to suspension has been resolved.

13. Confidential Information.

All non-public, confidential or proprietary information of the Company, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, Confidential Information"), disclosed by the Company to Producer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or marked, designated or otherwise identified as "confidential" or similar marking, in connection with this Agreement is confidential, and shall not be disclosed or copied by Producer without the prior written consent of the Company.

Confidential Information does not include information that is: (i) in the public domain (ii) know to producer at the time of disclosure; or (iii) rightfully obtained by Producer on a non-confidential basis from a third party. Producer shall use the Confidential Information in accordance with the terms and conditions of this Agreement and for the purpose of soliciting and



accepting proposals for the underwriting of the products under and during the Term of this Agreement. Producer acknowledges and agrees that the Company shall be entitled to injunctive relief for any violation under Section 11.

14. Miscellaneous.

a. Records. During the Term of this Agreement and for two (2) years thereafter, producer shall maintain complete and accurate records relating to Producer's relationship with the Company under this Agreement, including records of solicitations, proposals, materials used by producer under this Agreement. During the term of this Agreement and for a period of two (2) years thereafter, upon written request, Producer shall allow the Company to inspect and make copies of such records and interview producer personnel in connection with this Agreement.

b. Insurance. The Producer hereby represents and warrants that (i) it shall during the Term of this Agreement (including all renewals) maintain a policy of errors and omissions insurance with a reputable A rated insurer, acceptable to the Company, duly licensed or authorized and doing business in the state where the Producer is licensed, and (ii) such policy shall at times hereunder contain policy limits of at least \$1,000,000 per claim.

c. Licenses and Authority. The Agent is responsible for maintaining all necessary licenses and authorities in the jurisdictions where the Agent produces business and is responsible for adherence to all insurance and other applicable laws and regulations related to offering the Products. Agent shall notify the Company within twenty-four (24) hours and in writing if such requisite license(s) expires or is suspended, revoked or is otherwise not fully in effect, and of any pending, threatened or actual investigations or adverse impact on Agent's licensing status. Agent agrees to provide proof of licensing satisfactory to the Company prior to the effective date of this Agreement and thereafter within forty-eight (48) hours of a request by the Company for such proof.

d. Company Right to Amend. The Company reserves the right, effective thirty (30) days after written notice to the Producer, to amend any of the terms and provisions of this Agreement. Any amendment will become effective on and after the date of such amendment.

e. Choice of Law Venue. The laws of State of California shall govern the Agreement, the construction of its terms, the interpretation of the rights and relating to this Agreement, regardless of any conflicts of law principals of the state.

f. Attorney Fees. In any action or suit brought under terms of this Agreement, the prevailing party as determined by a court of competent jurisdiction shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorney's fees.

g. Notices. All notices, requests, consents, claims, demands, waivers, and other communication under this Agreement must be in writing and addressed to the other party at its address set forth on the first page of this Agreement or to such other address that the receiving party may designate from time to time in accordance with this section. All notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Notice given by facsimile or e-mail (with Confirmation of transmission), will satisfy the requirements of this section, and shall be deemed to be delivered on the date of transmission.

h. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidity or render unenforceable such term or provision in any other jurisdiction.

i. Assignment. Producer shall not assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the Company. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation relieves Producer of any of its obligations under this Agreement. Company can unilaterally amend territory, products and commission.

j. Return of Materials. Any unused material and supplies provided by the Company to the Producer shall always remain property of the Company. Producer must return to the Company all materials upon demand or termination of this Agreement. All Producers accounting information is subject to inspection at any time by the Company representatives.

k. No Exclusivity. The Agreement is not exclusive, and the Company reserves the right to appoint other producers to sell Products in the Territory during the Term of this Agreement.



l. No Waiver. The failure of the Company or Producer to insist on strict compliance, or to exercise and right or remedy under this Agreement shall not constitute a waiver of any rights contained herein nor stop the parties from thereafter demanding full and complete compliance nor prevent the parties from exercising such remedy in the future.

m. Expenses. The Producer shall be responsible for and pay all its own costs and expenses incurred in connection with this Agreement.

n. No Set-Off. The Company shall have the right to set off any amounts owed to Producer from all amounts owing to the Company from Producer. Producer shall have no right of set off to the Company.

o. Advertising. The Producer shall not use the Company's name or image in any publication, circulation, newscast, telecast or any media of mass communication without prior written approval of the Company in each instance.

p. Sale or Transfer. The Agent agrees to give written notice to the Company of any merger, sale or transfer of 50% or more of its stock and/or assets or business within one (1) business day after closing on the merger, sale or transfer.

q. Headings; Counterparts. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed an original, but all which together are deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means electronic transmission is deemed to have the same legal effects as delivery of an original signed copy of this Agreement.

r. Entire Agreement. This Agreement including all attached exhibits, constitutes the sole and entire agreement of the parties regarding the subject matter contained in this Agreement, and supersedes all prior and contemporaneous understanding, agreements, representations and warranties, both written and oral, regarding such matter.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Bridger Insurance Services:

Producer:

BY: _____

BY: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____