

# INSURANCE PRODUCER/AGENCY AGREEMENT

**Important: This document is a contract that contains important and legally binding terms regarding your relationship with CannGen Insurance Services, LLC. Read this contract carefully before signing or attaching your electronic signature. If you have any questions about the meaning or content of this Insurance Producer/Agency Agreement, you should consult your personal lawyer.**

This Insurance Producer/Agency Agreement (hereinafter, the "Agreement") is made between CannGen Insurance Services, LLC (hereinafter the "Company") and the Producer/Agency named on the signature page (hereinafter "you," "your" or "yours").

This Agreement is made as of the date appearing adjacent to your signature line (or if no date appears thereon, as of the date you first offered any insurance product underwritten by the Company for sale to any customer or prospective customer), or the date it is submitted electronically via the Company's secure access producer web-site; provided, however, that this Agreement shall not be effective until accepted by the Company. Acceptance may be manifest by you being appointed as a producer by the Company in any jurisdiction, or by the direct or indirect payment of any commission by the Company to you.

For good and valuable consideration, each to the other, the receipt and sufficiency of which is hereby acknowledged, you agree as follows:

**Section 1. Representations:** You represent that you are properly licensed, qualified, and authorized to sell the insurance products that are the subject of this Agreement.

**Section 2. Independent Contractor:** At all times you shall be deemed an independent contractor and nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee between you and the Company. You shall not, either expressly or implicitly, present yourself to others as an employee of the Company or as having the authority to underwrite or approve applications for insurance. You are free to exercise your own judgment as to the customers to whom you will offer applications or insurance products, the time and place of any such application/offer, and the manner in which you will perform the obligations of this Agreement.

- Hours - You are free to determine when and where you take applications for products sold or underwritten by the Company. The Company shall have no right to dictate to you the days, hours, or location(s) at which you work in an effort to take applications/offer the insurance products that are the subject of this Agreement;
- No Facilities are Provided by the Company - The Company will not provide you with an office or other facility from which to sell the insurance products that are the subject of this Agreement;
- Expenses - The Company will not be responsible for any of your expenses; and
- Payment of Taxes - You shall be solely responsible for the payment of all income and other taxes related to your work and the sale of the insurance products that are the subject of this Agreement; the Company will not withhold or pay taxes on your behalf. Surplus line tax payments, however, will be made by the Company.

**Section 3. Appointment:** Subject to the completion of an appropriate background check, as may be required by the Company at any time (including upon application for appointment or at any other time(s) after appointment), in its sole discretion, the Company appoints you, in all jurisdictions where you are properly licensed, to offer and sell insurance products underwritten or sold by the Company, in accordance with the terms of this Agreement. You do not have the exclusive right to offer or sell the Company's products in any location. The Company reserves the right to dually appoint any producer, and to terminate appointments as set forth herein. In the event that you are dually appointed, you are responsible for submitting all business through the agency that the Company determines, and you agree to indemnify the Company against any claim(s) that business was processed incorrectly or through the wrong agency. You also agree to reimburse the Company for all costs and expenses incurred in defending any such claim(s), including but not limited to reasonable attorney's fees and court costs.

The nature of your appointment (wholesale or retail producer) is as further defined and described in Exhibit 1, attached hereto/ incorporated by reference, and as may be amended from time to time at the discretion of the Company.

**Section 4: Communication via Internet:** You acknowledge that the Company may communicate with you by email, or by posting and updating commission, contract and licensing schedules, policies and procedures, and other information on a secure access producer web-site, and that such information will ordinarily not be mailed or provided to you by any other means. You acknowledge that you are responsible for reviewing your email and the web-site on a regular basis to stay current with all information posted thereon.

**Section 5. Producer Obligations to Comply with Law and Policy:** You are obligated to comply with all laws, rules, and regulations applicable to your offer or sale of insurance products pursuant to this Agreement, including but not limited to those that govern licensing, continuing education, privacy, fiduciary/client trust accounting, and sales practices. You also agree to comply with all current and future rules, regulations, and directives of any nature issued by the Company with respect to market conduct or otherwise.

You specifically acknowledge receipt of and agree to comply with the policies, procedures, and other terms set forth in the Company's Code of Business Conduct and Ethics (the "Code") as may be amended from time-to-time. You acknowledge that the Code requires, among other things, your adherence to the following principles:

- To conduct business according to high standards of respect and fairness and to treat customers as you would expect to be treated;
- To provide competent and customer-focused sales and service;
- To compete fairly;
- To provide advertising and sales material that is clear, accurate, complete, and fair;
- To address customer complaints and disputes fairly and promptly;
- To protect the privacy of your customers;
- To strictly adhere to all applicable state and federal fiduciary/client trust accounting laws and requirements; and
- To follow a system of supervision and monitoring reasonably designed to demonstrate your commitment to and compliance with these principles.

You may access the Code via the Company's secure producer web-site at any time. You acknowledge that the Company has the right to unilaterally amend, supplement, or otherwise change the terms of the Code at any time, and that you will be bound by any amendments or changes upon the Company's publication of same. You are also responsible for making an affirmative determination that each purchase, sale, exchange, surrender or other transaction you recommend in connection with any product underwritten or sold by the Company is suitable for the purchaser(s).

**Section 6. Required Notification:** You agree to notify the Company promptly in the event that any of the following occur: (i) you are the subject of or otherwise become aware of any formal or informal inquiry or investigation related to the solicitation or sale by you of insurance product(s) or any privacy breach; (ii) you are contacted by any insurance or securities regulator, for any reason; (iii) you are or become the subject of any complaint related to the solicitation or sale of any insurance product or service, in any jurisdiction; (iv) you are or become the subject of any proceeding by any insurance regulator in any jurisdiction; (v) you are accused of or charged with any improper conduct related to the solicitation or sale of any insurance product or service; (vi) your license to offer or sell insurance products is suspended or revoked in any jurisdiction; (vii) you are convicted of any crime; (viii) you are alleged to have committed fraud; (ix) you are found to have engaged in any fraud; or (x) you file bankruptcy. You also agree to notify the Company promptly upon receipt of service of process regarding any regulatory, judicial or other proceeding regarding you, the Company or its products.

**Section 7. Producer's Relationship with Agency:** You cannot offer or sell any of the Company insurance product unless you are affiliated with an agency that has also been appointed to sell the Company's insurance products, or the Company has authorized you, in writing and in advance, to offer or sell the Company insurance products without an agency affiliation. In either case, you must be appointed to sell Company insurance products. You acknowledge that any agency with which you are affiliated has the right to supervise your activities relating to the offer or sale of the Company's Insurance products and you agree to provide each such agency with all documents and information it may request from you in this regard. You hereby authorize each and every agency with which you are affiliated and through which you sell or offer any Company insurance product for sale to share with the Company any documents and information received from you in connection with any such offer or sale or otherwise.

**Section 8. Sale of the Company's Insurance Products:** The Company authorizes you to solicit applications for insurance products that the Company may lawfully underwrite or sell, and/or which are made available through an agency with which you are affiliated; subject, however, to the restrictions placed upon you by the laws and regulations of the jurisdictions in which you are licensed, the Company's underwriting rules, rules applicable to any agency with which you are affiliated, and the terms and conditions of this Agreement. You also agree to each of the following:

**A. Application Completion:** You shall complete an application for each insurance product issued by the Company on the Company's application form. The responses to every question on every application shall completely and accurately reflect the applicant's responses, as conveyed to you by the applicant. All additional knowledge and information you have relating to the applicant's responses shall be appended to the application, with or without the applicant's consent, and transmitted to the Company with the application. In addition, you shall insure that the completed application is reviewed by the applicant before it is signed by the applicant, and you shall also attest to its accuracy and completeness. You shall send the application to the Company immediately after it has been executed. You may only accept applications in a state or jurisdiction in which you and any agency with which you are affiliated are properly licensed.

**B. Premium Remittance:** You shall immediately forward to the Company or its designee any premium received with an application or otherwise delivered to you. You have no right or authority to receive or collect moneys for or on behalf of the Company at any time, for any purpose, except the initial premium offered with an insurance application. The Company may, at its discretion, authorize you to collect deferred or renewal premiums as and when they mature. Premium checks shall be made payable to the Company. Negotiable instruments received by you for the benefit of the Company shall be held by you as trustee for the Company, and shall not be used by you for any personal or other purposes whatsoever. Company has the right to collect premium payment via Electronic Funds Transfer/ACH. You shall be responsible to remit premiums for all transactions associated with a bind order to the Company, regardless of your ability to collect from the insured or client.

**C. Insurable Condition:** You shall notify the Company promptly should you become aware of any inaccuracies in an applicant's responses to any question or request for information contained on an application or elsewhere, including any changes to the applicant's responses on an application before an insurance product is delivered. For any insurance product delivered to you by the Company, you shall arrange for it to be delivered to the policy owner(s), and the premium paid in accordance with any delivery instructions issued by the Company at that time. You shall not permit the delivery of any insurance product unless, to the best of your knowledge, the owner and insured are in insurable condition, and the first premium has been fully paid. You shall return to the Company, upon request or on the day following the expiration of 60 days after issue, any contract which was not so delivered.

The Company has the right to reject any application, cancel or rescind the sale of any insurance product, or permit the surrender of any insurance product, and in each such case, return any money submitted to the applicant or purchaser, at the Company's sole discretion. You may be obligated to return to the Company any commission or other payment made to you in connection with that application or insurance product, as set forth in Section 9, below.

**Section 9. Compensation:** The Company will pay you (or an agency on your behalf), and you agree to accept, as full compensation for the sale of the Company insurance products (provided the applications for the same have been accepted by the Company and paid for while your authority under Sections 3 and 8 of this Agreement remain in force), the commission or other compensation set forth in then current and applicable Compensation Schedule(s), subject to the terms of this Agreement. If the Company cancels or rescinds the sale of any insurance product or authorizes the surrender of any insurance product, for any reason, such insurance product shall be treated as though not accepted by the Company.

Unless modified at the option of the Company, renewal commissions shall be payable subject to the provisions and limitations of this Agreement and the then current and applicable Compensation Schedule(s). The Company may change its Compensation Schedule(s) at any time and you agree to accept the amounts payable pursuant thereto. You may access the current Compensation Schedule(s) via the Company's secure access web-site.

You agree to return to the Company, within ten days of demand therefore, all payments made directly or indirectly to you in connection with the offer or sale of any insurance product that was (i) not accepted by the purchaser; (ii) returned by the purchaser; (iii) unearned; (iv) not accepted by the Company or another carrier for any reason; or (vi) cancelled or rescinded by the Company or which the Company authorized surrender of, for any reason.

You acknowledge that the Company may, at its sole discretion, reject any application, cancel or rescind the sale of any insurance product(s), or authorize the surrender of any insurance product(s) and that the Company may refund premiums or other consideration paid in connection with your sale of any insurance product(s) for any reason, whether during or after the term of this Agreement. In the event of any such rejection, cancellation, rescission, or surrender, you shall forfeit all right to compensation on said insurance product(s) and shall return to the Company, within ten days of demand therefor, any compensation paid to you attributable to the premiums or other consideration refunded. You further agree to reimburse the Company for all costs and expenses incurred in collecting said compensation, including but not limited to its reasonable attorney's fees and court costs.

**Section 10. First Year and Renewal Commissions:** The Company reserves the right to reduce first year and renewal commissions on premiums received and accepted by the Company in accordance with the applicable Compensation Schedule in effect at the time of receipt or termination, at its discretion. If this Agreement is terminated for cause, you forfeit all first year and renewal commissions that would otherwise be due hereunder.

**Section 11. Commission Restrictions:** No commission or other compensation, including but not limited to renewal commissions and commissions or compensation for sales previously made, will be due to you under this Agreement, if the Company terminates this Agreement for cause, as set forth in Section 27.

**Section 12. Indebtedness:** Your right to receive any commission or other compensation provided for in this Agreement shall at all times be subordinate to the right of the Company, in its sole discretion, to offset or apply such commissions or compensation against any indebtedness you have (or are anticipated to have) to the Company or any affiliate, whether arising from this Agreement or otherwise. As used herein, the term "indebtedness" means any sum the Company believes in good faith to be owed by you (or anticipated to be owed by you) to the Company or any affiliate, whether or not you agree and notwithstanding the absence of a judicial or other independent determination of the validity of such indebtedness or anticipated indebtedness; the term "affiliate" means the Company (including its successors and assigns) and its direct and indirect subsidiaries. In the event any commission or other compensation provided for in this Agreement and due to you from the Company is insufficient to fully satisfy your indebtedness and/or anticipated indebtedness to the Company or any affiliate, you agree to pay such indebtedness within ten days of demand therefor and further agree to reimburse the Company for all costs and expenses incurred in collecting said debt, including but not limited to reasonable attorney's fees and court costs.

**Section 13. Insurance:** You shall purchase and maintain throughout the term of this Agreement insurance or indemnity protection that is co-equal with its indemnity obligations. This shall include, but not necessarily be limited to (1) broad form commercial general liability insurance, and (2) professional liability/errors and omissions. The limit of liability for such coverage shall be no less than \$1 million per claim/occurrence.

**Section 14. Limitations of Authority:** You are not authorized to: (i) incur on behalf of the Company any expense, indebtedness, or liability; (ii) make, alter, or discharge contracts to which the Company is a party or beneficiary; (iii) waive forfeitures; (iv) quote rates except as published by the Company; (v) extend the time of payment of any premium; (vi) extend credit for the purpose of purchasing or keeping any insurance product in force; (vii) approve any application for insurance; (viii) represent to any person that insurance is approved or in effect before the Company so acknowledges; (ix) acknowledge or represent the existence of any insurance with the Company; (x) make any representation or state any opinion regarding the validity or payment of any claim; or (xi) engage in any act on behalf of the Company that is not specifically authorized by this Agreement.

**Section 15. Company Property:** The Company may furnish you with policies, forms, advertising materials, software, or other supplies, as it may deem necessary. Title to these materials, as well as all undelivered policies, books, supplies, or other property furnished to you by the Company shall be vested exclusively in the Company, and shall be accounted for and returned by you to the Company's authorized representative upon the termination of this Agreement, or at any other time upon demand. You may not make any modification to software furnished by the Company. You may not transfer, rent, sell, or in any way make that software available to anyone not employed by you or authorized by the Company.

**Section 16. Confidentiality:** Each of the parties understands and acknowledges that during the term of this Agreement and for three years following termination of this Agreement such party (in such capacity, the "Receiving Party") may have access to certain confidential and proprietary information relating to the other party (in such capacity, the "Disclosing Party"), its business, and its customers, and each party, as Receiving Party, agrees to keep all such information of the Disclosing Party confidential. The Receiving Party agrees that any and all "Nonpublic Personal Information" obtained by it on behalf of or from the Disclosing Party in the performance of the Receiving Party's duties and obligations under this Agreement, or otherwise, shall be used by the Receiving Party only as necessary to fulfill its obligations under this Agreement and shall not be disclosed to any other person unless specifically authorized in writing by the Disclosing Party, the subject of the "Nonpublic Personal Information," or as otherwise permitted by law. "Nonpublic Personal Information" has the meaning set forth in Section 509 of the Gramm -Leach-Bliley Act (P.L. 106-102) and any federal and state law(s) and regulation(s) that implement that Act, and includes but is not limited to the name, address, and financial or health information of any applicant, insured, policyholder, or prospect. The Disclosing Party agrees to establish physical, electronic and administrative procedures to protect the security and confidentiality of "Nonpublic Personal Information" in compliance with the Act and any and all federal and state laws and regulations that implement the Act. The Disclosing Party agrees that the foregoing obligations shall not apply to information that the Receiving Party can demonstrate (a) was, at the time of its disclosure, or thereafter becomes part of the public domain through no fault of the Receiving Party or its personnel, (b) was known to the Receiving Party at the time of its disclosure from a source other than the Disclosing Party, (c) is subsequently learned from a third party not known to the Receiving Party to be under a confidentiality obligation to the Disclosing Party with regard to such information, or (d) is required to be disclosed pursuant to subpoena, court order, or government authority, provided that the Receiving Party has provided the Disclosing Party with sufficient prior written notice of such requirement to enable the Disclosing Party to seek to prevent such disclosure. Each Party acknowledges that in the event of a breach of this Section 16 damages may not be an adequate remedy and the Disclosing Party may be entitled to, in addition to any other rights and remedies available under the Agreement or at law or in equity, injunctive relief to restrain any such breach. Upon expiration or termination of this Agreement or at any time upon a Disclosing Party's written request, the Receiving Party shall promptly, at the Disclosing Party's election, either return or destroy all (or, if the Disclosing Party so requests, any part) of the confidential information of the Disclosing Party, and all copies thereof and other materials containing such information, including deletion from such Receiving Party's files and systems and the Receiving Party shall certify in writing its compliance with the foregoing.

**Section 17. Advertising:** You may not purchase or otherwise contract for any advertising or promotional materials that directly or indirectly identify the Company, its insurance products, its practices, or its compensation rates, in any publication, on the Internet, or otherwise, unless you first obtain the written approval of the Company. You may not make any reference to the Company (including its affiliates or employees) or its insurance products on any website, nor may you make available on any website a link to the Company forms, marketing material(s), or any the Company website, or to any other website that refers or relates to the Company, unless you first obtain the written approval of the Company.

**Section 18. Record Retention and Right of Inspection:** You agree to retain accurate and complete books, records, accounts, correspondence, data, hardware, software, documents and information (the "Material") in accordance with applicable laws and regulations, all for a minimum of seven years from the date of creation, or for a minimum of ten years if such Material refers or relates to the suitability of any insurance product, notwithstanding any shorter retention period set forth in any applicable law or regulation. The Company shall at all times have the right to inspect all such books, records, accounts, correspondence, data, hardware, software and all other documents and information in your possession, custody, or control, whether located at your office, home, or elsewhere, insofar as the same may relate to the Company, the insurance products it underwrites or sells, or its customers. You also agree that the Company or any of its agents may take custody of such Material to make extracts or copies it may desire.

**Section 19. Claims and Litigation/Indemnification:** You agree to indemnify, hold harmless and defend the Company against any claim, judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys' fees) the Company may suffer or incur as the result of your error or omission; your fraudulent, negligent, or unauthorized act; or your breach of this Agreement. You also agree to reimburse the Company for any judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys' fees) incurred in answering, defending, or otherwise addressing any: arbitration claim; attachment; complaint; court proceeding; dispute; garnishment; regulatory or other inquiry or investigation; or other proceeding (each a "Claim") involving you or your work. You shall, upon demand, pay the Company as a debt due under this Agreement any sums due in

accordance with this Section. The Company agrees to indemnify, hold harmless and defend you against any claim, judgment, loss, settlement, cost, damage or other expense (including but not limited to reasonable attorneys' fees) you may suffer or incur as the result of the Company's error or omission; the Company's fraudulent or grossly negligent act; or the Company's breach of this Agreement. Each party agrees that under no circumstances shall the other party be liable to such claiming party (or anyone claiming through such claiming party) for any lost profits or indirect, incidental, punitive or consequential damage in connection with this Agreement.

**Section 20. Surplus Lines Insurance:** You shall not place an order with Company for surplus lines insurance unless you first complied with any applicable state laws surrounding surplus lines insurance placement. Company is responsible for filing surplus lines taxes, all required forms, documents and paperwork must be provided by you to Company in a timely manner to allow for the prompt filing of the surplus lines taxes.

**Section 21. Duty to Cooperate:** You agree to cooperate at all times with the Company and/or any of its agents or lawyers in any internal or external inquiry or investigation that relates to you or the business of the Company or its customers, including but not limited to inquiries that arise in the context of any administrative, regulatory or judicial proceeding.

**Section 22. Right to Retire:** The Company may, at its sole discretion and without incurring any liability to you, retire from any jurisdiction and discontinue or withdraw any insurance product from any jurisdiction where you are licensed, without prejudice to the right of the Company to continue said insurance products in any other jurisdiction.

**Section 23. Entire Agreement:** This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof and abrogates, terminates, and supersedes any prior written or oral agreement or representations relating thereto. No statements made orally, either before or after the date of execution of this Agreement, shall have any impact on this Agreement or modify it in any way.

**Section 24. Amendment of Agreement:** You may not change or amend any term of this Agreement without the Company's written approval. The Company may amend or change any term of this Agreement, at any time, upon written notice to you, via e-mail or otherwise or via its secure access web-site. The Company may also amend or change any guideline or policy, whether or not such guideline or policy is referenced in this Agreement. Any such amendment or change shall be effective upon written notice to you via e-mail or otherwise via its secure access web-site.

**Section 25. No Waiver:** Any failure by the Company to enforce its rights hereunder or take advantage of any breach of the terms, conditions, or covenants in this Agreement shall not constitute a waiver or estoppel of the Company's right to thereafter enforce any of its terms, conditions, or covenants. This Agreement cannot be modified by any acquiescence in practices or course of dealing by the Company that may be contrary to the terms of this Agreement.

**Section 26. Assignment:** You shall not assign, transfer, or pledge this Agreement or any commission payable hereunder without the advance written consent of the Company. The Company may grant or refuse consent to assign this Agreement at its sole discretion; the Company's consent to assignment of any commission due hereunder shall not be unreasonably withheld. However, no assignment of any commission hereunder shall be binding upon the Company unless it is first notified in writing and filed at the Company's headquarters. The Company assumes no responsibility for the validity or effect of any such assignment.

The Company may assign this Agreement without restriction. The Company may also add as a party to this Agreement any other affiliated insurance company by providing you with written notice. In such event, references to "the Company" shall also include such newly added insurer.

**Section 27. Termination:** This Agreement may be terminated by either party upon 30 days written notice to the other, sent by U.S. mail, or by courier with proof of delivery, to the last known address of the other. In addition, the Company may immediately terminate this Agreement for cause. As used herein, "cause" shall mean that the Company has made a good faith determination, which determination may be in the absence of any judicial or other independent finding of fact, that you: (i) breached this Agreement or any portion thereof (including but not limited to your failure to cooperate with the Company pursuant to Section 21 hereof); (ii) committed fraud or any illegal act in the performance of your duties under this Agreement; (iii) violated any insurance or securities law or regulation, Company policy or procedure, or provision of the Code; (iv) withheld or misappropriated funds belonging to the Company, any policyholder, or any applicant; (v) directly or indirectly induced or attempted to induce any policy owner or customer of the Company to stop premium payments or surrender any policy; (vi) misrepresented the terms of the Company's products or its financial condition; (vii) misrepresented any material information in your application for appointment or in any other documents supporting that application or otherwise; (viii) defamed, libeled, slandered, or disparaged the Company, its insurance products, or any Company officer or employee; (ix) engaged in unprofessional, harassing, or threatening conduct toward any Company customer or employee; or (x) used profane or abusive language toward any Company customer or employee.

Cause shall also mean: (a) the loss, suspension, revocation, or voluntary surrender of your license or registration with any state, federal, or other entity that regulates, controls, or in any way authorizes the sale of insurance products, securities, or financial services; (b) your insolvency or bankruptcy, or the institution of such or similar proceedings by or against you; (c) your criminal indictment; (d) your conviction or plea of guilty or *nolo contendere* to any felony or misdemeanor charge involving trustworthiness or honesty, including but not limited to embezzlement, fraud, or theft; (e) your conviction or plea of guilty or *nolo contendere* to any felony charge; (f) any action on your part

that could reasonably be construed to be defamatory, libelous, or materially prejudicial to the Company; or (h) your failure to fully pay any outstanding debt owed to the Company within sixty days of the date such debt is incurred, or ten days from the Company's demand therefor, whichever first occurs.

In the event this Agreement is terminated for cause, you forfeit the right to all first year and renewal commissions and authorize the Company to withhold its payment of any other commission or compensation to you pending the completion of the Company's review of the facts and circumstances and subject to your obligation to repay any debt hereunder. In the event this Agreement is terminated for any reason, no new business will be submitted by or accepted from you after the date on which you were notified of termination; however, any business quoted and presented to a client or submitted and pending underwriting at the time of notice will be honored if accepted.

Upon termination of this Agreement, you shall immediately pay to the Company all sums due to the Company and deliver to the Company all materials connected with the sale of the Company insurance products.

**Section 28. Governing Law:** This Agreement is governed by the laws of the State of California (without regard to any choice of law provisions).

**Section 29. Place of Contract:** The parties agree that this contract is made and entered into in the State of California.

**Section 30. Dispute Resolution; Jurisdiction:** You agree that any controversy or claim arising out of or relating to this Agreement, any other agreement or document received or delivered in connection with this Agreement, or with respect to any aspect of the relationship between you and the Company, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and that you are responsible for any filing/administrative fees associated therewith. You further agree that the number of arbitrators shall be three, and that the place of the arbitration shall be San Diego, California. You agree that California law shall apply, and that judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

**Section 31. Miscellaneous:**

**a. Survival:** Notwithstanding any provision of this Agreement to the contrary, the termination of this Agreement, whether with or without cause, shall be construed as the termination of: (a) your appointment and authority under Section 3 of this Agreement; (b) your authority under Sections 2 and 8 of this Agreement; and (c) the Company's obligations under Sections 4, 9 and 10 of this Agreement. All other provisions of this Agreement shall survive any termination of this Agreement.

**b. Headings:** The paragraph headings contained in this Agreement are inserted for purposes of convenience of reference only, and shall not affect the meaning or interpretation of this Agreement.

**c. Interpretation and Definitions:** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein:

**d. Number and Gender:** In this Agreement the neuter gender includes the feminine and masculine and the singular number includes the plural, and the word "person" includes any corporation, partnership, firm, or association wherever the context so requires.

**e. Mandatory and Permissive:** "Shall" and "will" and "agrees" are mandatory; "may" is permissive.

**f. Term Includes Extensions:** All references to the term of this Agreement or the Agreement term shall include any extensions of such term.

I agree to and accept the terms of this Producer Agreement as evidenced by my signature below:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Producer's Name

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
City/State

# EXHIBIT 1

All appointments include a production requirement to remain in good standing with the Company. During the appointment process the Company will set both the premium requirements and the commission schedule. All appointments are subject to review on a quarterly basis to ensure production requirements are being met and bind ratios are at an acceptable level.

Please indicate the type of appointment being requested (check applicable):

Wholesale

Retail

Networking Group / Cluster