Insure One Agency LLC AND ROSE INSURANCE AGENCY LLC Producer Agreement

This	. Aar	eeme	ent is entered into by and between Rose Insurance Agency LLC DBA Insure One
Age affili	ncy ated	there	, a duly organized Texas Limited Liability Company, and/or any other entity that is with (hereinafter collectively referred to as "Agency") and,, (hereinafter referred to as
	duce		•
This	Agr	eeme	nt may include the following Supplements / Consents / Exhibits:
			nmission Schedule sent of Spouse
1 . <u> </u>	DEF	INITIO	ONS.
	1.1.		parties hereby agree that the following definitions shall apply to certain terms used in Agreement:
		(a)	Accounts: The persons or entities that obtain insurance coverage, financial services business, risk management services or other products or services through Producer during the term of this Agreement; and shall include all entities that are affiliated with controlled by or that control such entities. Accounts shall also include renewals or continuations of the Policies placed by Producer during the term of this Agreement. In addition, Accounts shall also include all other persons or entities that obtain insurance or other products or services from Agency.
		(b)	Confidential Information / Trade Secrets: Any information or records (in whatever form) that is used in the operation of Agency that affords Agency a competitive advantage over others. This shall include commonly available information which has been compiled and accumulated by Agency at considerable effort and expense, such as customer and prospect lists and records, expiration data, customer preferences, customer methods of operation, customer risk tolerance and attitude regarding deductibles, the identity of decision makers within the customer's business organization, details of the organizational structure, and the identity of individuals that influence customers' decisions regarding insurance purchases, as well as other information relative to the Accounts. Confidential Information / Trade Secrets shall also include financial and administrative information and/or records relating to the operation of Agency's business; as well as communications between and among Agency's employees or associates and customers, prospects or independent contractors.
		(c)	Expiration Rights: All records, documents and other information developed in connection with the Accounts which assists Agency in servicing and maintaining their business; coupled with the exclusive right between the parties to make use of such information or records, and/or the exclusive right to solicit, or attempt to obtain, or accept insurance, financial services business or risk management services of any nature from the Accounts, or in any manner to aid or assist anyone else in soliciting or accepting insurance, financial services business or risk management services from the Accounts.

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- (d) Goodwill: The going concern advantage that Agency enjoys as a consequence of handling and servicing of insurance, financial services business or risk management services, as well as the customer loyalty and trust Agency gains from its continued business relationships, creating the likelihood that customers will continue to do business with Agency. Goodwill likewise includes the knowledge accumulated by Agency at significant expense and time, regarding the preferences and needs of the customer and prospect(s), the decision-makers, and the processes followed by the customers and prospects in making business decisions.
- (e) Policy (ies): The written contracts of insurance that exist on behalf of the Accounts, as well as any renewals thereof. Policy (ies) shall also include new and / or different insurance coverage's; financial services business or risk management services provided for the Accounts by Agency.
- (f) Restricted Accounts: The persons or entities that have obtained insurance coverage, financial services business and/or risk management services from Agency (and / or which have been solicited by Agency or its associates at any time during the twelve (12) months prior to termination of this Agreement) which Producer was introduced to, met with and / or had contact or dealings with, received any commissions or fees or other compensation, or had access to Confidential Information / Trade Secrets regarding, or was involved in quoting and / or servicing, or had other personal involvement, regardless of whether Producer made the initial contact with such persons or entities.

2. DUTIES / RESPONSIBILITIES.

- 2.1. It is the intent of the parties that Producer shall serve as an Account Executive and Producer for Agency. Producer agrees to devote his/her full working time and attention to learning the insurance agency business, developing insurance, financial services business and/or risk management customers, and properly handling and servicing the business placed by Producer on behalf of Agency. During the term of this Agreement, Producer shall not directly or indirectly solicit or place insurance, financial services business or risk management services through any other person or entity.
- 2.2. The parties hereby mutually agree that Producer shall be an employee of Agency. Agency shall be responsible for deducting FICA and other payroll taxes required to be handled by an employer. Producer shall be allowed to participate in the group health plan and other benefits offered by Agency.
- 2.3. Producer shall have no authority to enter into any contracts binding upon Agency, or to create any obligations on behalf of Agency, without prior written authorization from Agency. It is further agreed that Producer will not advertise without the express written consent and approval of Agency.
- 2.4. Producer agrees that, during the term of this Agreement, he/she will not directly or indirectly invest in or engage in any business which is competitive with that of Agency, or accept employment with or render services to a competitor of Agency in any capacity, or take any action inconsistent with the confidential and fiduciary relationship of Producer with Agency.

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3. ABILITY / WILLINGNESS TO CONTRACT.

- 3.1. Producer and Agency each warrant and represent to one another that they are under no contractual, judicial, or other restraint, which impairs their right or legal ability to enter into this Agreement, and to carry out their duties and responsibilities hereunder. In addition, Producer acknowledges and agrees that the protective and restrictive covenants contained in this Agreement are reasonable and necessary for the protection of Agency's legitimate business interests, and are not greater than necessary for Agency's protection, and do not impose a greater restrain than necessary to protect the Goodwill or other business interests of Agency, and will not prevent Producer from earning an income should this Agreement be terminated.
- 3.2. Producer hereby agrees that the limitations as to time, geographical area, and scope of activity to be restrained that are contained in this Agreement are reasonable and are not greater than necessary to protect the Goodwill and other business interests of Agency. Producer further agrees that Agency's investment of time and expense in developing its Goodwill and Expiration Rights is worthy of protection, and that Agency's need for the protection afforded by the restrictive covenants contained in this Agreement is greater than any hardship Producer might experience by complying with such terms.

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4.1.	This Agreement shall be effective the day o	f, 20	; and thereafter
	shall run for successive twelve (12) month term	s from the effective	date. Agency or
	Producer may terminate this Agreement by givi	ng written notice of	their intent not to
	continue this Agreement not less than (_	_) days prior to an	anniversary of the
	effective date of this Agreement.		

5. COMPENSATION.

- 5.1. Producer shall be compensated by Agency in the form of a portion of commissions and other fees received by Agency in connection with those Accounts that are developed or produced by Producer, and/or that are assigned to Producer, as set forth in the Commission Schedule in this Agreement. The frequency of payment to Producer shall be on a monthly basis.
- 5.2. Accounting codes shall be assigned as necessary to track all of Producer's production, so that identification of all business can be determined. Producer shall be provided with reasonable data regarding his/her production, and receivables in connection therewith, in order to manage the books of business for which he/she is responsible.
- 5.3. The term "commissions received by Agency" as used in this Agreement, shall apply to commissions and other fees on business solicited and developed by Producer, which is submitted, entered and paid by the last business day of each month. Producer's share of such commissions shall be credited to his/her Producer Statement as of the close of business each month. The term "commissions received by Agency", however, shall not include any profit sharing commissions, overrides, bonuses or contingency fees which Agency may be entitled to receive as a result of business placed with a particular insurance company.

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- 5.4. For agency-billed business, all commissions shall be credited to Producer at the close of the month in which the policies are invoiced into Agency's accounting system and Agency has been paid. For direct-billed or monthly-reporting policies, credit to Producer shall be made in the month that the commissions are received by Agency from the insurance company or other provider.
- 5.5. If Producer dies, or becomes disabled, prior to the expiration of the term of this Agreement, any monies that may be due Producer from Agency under this Agreement up to the date of his/her death or disability, shall be paid to Producer's legal representative or estate, as the case may be.
- 5.6. "Permanent Disability" shall be defined as a state of incapacity due to mental or physical illness or sickness or bodily injury, which prevents the employee from performing the usual and normal duties pertaining to his/her occupation and position with Agency for a period of _____ (___) days.
- 5.7. Agency shall reimburse Producer for expense(s) incurred by Producer in connection with his/her production of business for Agency that have been specifically approved by Agency prior to incurring of such expense(s).
- 5.8. Producer agrees that the performance of his/her obligations and duties under this Agreement require that he/she have an automobile available for use on a daily basis. Producer agrees to provide such automobile usage at his/her expense; including all gasoline, repairs, insurance, and other costs associated therewith. In addition, Producer agrees, at all times during the term of this Agreement, he/she will procure and maintain in effect Automobile Liability Insurance providing coverage for the automobile(s) used, including Producer's business use thereof. In no event shall the limits of said insurance be less than \$___, 000 per person, and \$___, 000 per occurrence for Bodily Injury Liability, and \$___, 000 per occurrence for Property Damage Liability; or a combined single limit of not less than \$___, 000 per occurrence. Producer shall provide Agency proper evidence of such insurance coverage each year as his/her policy renews. Producer hereby agrees to defend, indemnify and hold Agency harmless from any and all liability, claims or damages of whatever nature that may arise as a result of Producer's use and operation of any automobile.
- 5.9. Following the expiration of the initial twelve (12) month term of this Agreement, Agency shall have the right to amend or change the Commissions Schedule provided in this Agreement by giving Producer not less than sixty (60) days written notice setting forth the changes or amendments that are to be made. Such changes or amendments shall become effective for business entered in Agency's accounting system after the sixtieth (60th) day.

6. COLLECTIONS AND RETURNS.

6.1.	The parties hereby agree that Producer shall be responsible to collect all premiums and
	other fees due in connection with all business produced or handled by Producer during the
	term of this Agreement, as well as any other business serviced by Producer during the term of this Agreement, in accordance with the practices and procedures established by Agency.

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- 6.2. Premiums that have been entered into Agency's accounting system, but which payment has not been received by Agency within forty-five (30) days of the effective date of the insurance coverage in question, shall be charged-back or debited to Producer. In the event Producer is able to collect either full or partial payment of any amounts, which were charged-back, or debited, then the amount collected, less Agency's actual expense in connection with the collection, will be credited to Producer.
- 6.3. Any cancellations or adjustments of business developed by Producer, which necessitate the return of amounts previously credited to Producer, will be charged-back to Producer at the same percentage rate as was in effect at the time the commission or fee was credited to Producer.
- 6.4. Agency retains the right to waive or modify these collection terms for a selected Policy or Account, upon written request by Producer. Such requests will be considered on an individual basis. Any forbearance, waiver, modification, or adjustment made by Agency for a single Policy or Account or Producer, shall not be a waiver of Agency's right to enforce established, standard practices with regard to other or future situations.
- 6.5. Producer agrees to remit to Agency within twenty-four (24) hours all monies he/she may receive in payment of premiums on policies written through Agency, or in payment of any other products or services sold thru Agency; whether or not Producer produces such business. All funds collected or held by Producer shall be held in a fiduciary capacity for Agency.

7. RIGHT OF OFF-SET.

7.1. In addition to any other rights or remedies which Agency may be entitled to exercise (under this Agreement or otherwise), all of which rights and remedies are cumulative, Agency shall be entitled to off-set any amount payable (under this Agreement or otherwise) by Agency to Producer, or any successor or assign of Producer, against any amount determined by Agency to be payable (under this Agreement or otherwise) to Agency by Producer or any successor or assign of Producer.

8. PLACEMENT OF BUSINESS.

- 8.1. The parties agree that Agency shall have the sole authority to contract with insurance companies, general agents, and other suppliers to provide products and services to the Accounts produced or serviced by Producer. Producer shall have binding authority on behalf of Agency in accordance with established Agency practices and procedures, and in accordance with the guidelines provided by the insurance company (ies) or other provider(s) in question.
- 8.2. During the term of this Agreement, Producer shall not place insurance coverages (whether property and casualty, or surety, or life, health and accident, or any other type of business) financial services business and/or risk management services with a company, agency, or other entity other than under the production agreements of such entities with Agency. Further, Agency shall be the sole judge of whether it will attempt to place risks submitted by Producer, and Agency shall incur no liability for failure to place any risk.

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9. OWNERSHIP.

- 9.1. The parties hereby acknowledge and agree that Agency shall hold a one hundred percent (100%) ownership interest in the Expiration Rights and Goodwill associated with the Accounts and Policies solicited and developed by Producer (whether property and casualty, or surety or life, health and accident, or any other type of business). Any renewals of Policies, or any new Policies or additional coverages that may be added to these Accounts, shall also be owned one hundred percent (100%) by Agency.
- 9.2. Producer further stipulates and acknowledges that he/she shall have no ownership or right of use or possession of any records of Agency (or of the other individuals or agencies associated with Agency), in connection with said Accounts.

10. CONFIDENTIALITY OF INFORMATION.

- 10.1. Producer hereby agrees that all information concerning the Accounts and the operations of Agency (including, but not limited to, expiration data and other records and information with respect thereto, as well as any lists or records of leads or prospects) is Confidential Information / Trade Secrets which constitutes a proprietary asset of Agency; and will be treated as such by Producer. Producer will not during the course of this Agreement or thereafter, directly or indirectly make use of any such proprietary assets, Trade Secrets, or any other Confidential Information of Agency or the other individuals or agencies that may be or may have been associated with Agency, for their own benefit, nor divulge any such information to anyone, nor allow anyone to use such information.
- 10.2. Producer acknowledges that Agency's business is highly competitive, that this Confidential Information constitutes a valuable, special and unique asset used by Agency in its business, and that protection of such Confidential Information against unauthorized disclosure and use is of critical importance to Agency.
- 10.3. Producer hereby agrees that all software, documentation, modifications to systems or other documentation and inventions, as well as all papers, records and other materials prepared or produced by Producer under this Agreement (collectively the "Developments") shall be the sole and exclusive property of Agency, or Agency's client. Producer agrees that the Developments shall be works made for hire and that Agency shall retain all copyright, patent, trade secret, trademark and any other intellectual property rights ("Intellectual Property Rights") in Developments. Producer hereby assigns to Agency all right, title and interest and all Intellectual Property Rights in the Developments and all extensions and renewals thereof. Producer agrees to execute a written assignment of such rights in the Developments to Agency and any other documents necessary for Agency to establish, preserve or enforce its Intellectual Property Rights in the Developments, if so requested by Agency. Producer hereby agrees not to assert at any time, and otherwise waives any rights that Producer may have in the Developments, and Producer hereby assigns to Agency all moral rights therein. Producer shall provide complete copies of all Developments to Agency unless otherwise directed by Agency in writing.

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10.4. In addition, Producer will also have access to Agency's data processing / agency management system, with authority to access Confidential Information / Trade Secrets while working at Agency's premises and from other remote locations. In consideration of Agency providing Producer access to such Confidential Information / Trade Secrets and data processing system, Producer agrees that he/she will maintain such Confidential Information / Trade Secrets in strict confidence, and will not disclose it to anyone without Agency's prior written consent. Producer will not use, or permit others to use, the Confidential Information / Trade Secrets for any purpose other than the furtherance of Agency's business interest.

11. PROTECTIVE AND RESTRICTIVE COVENANTS.

- 11.1. In consideration of Agency's providing Producer access to certain Confidential Information, proprietary assets, and other valuable information, as well as providing ongoing training in connection with products and services offered by Agency, as well as special training regarding the specific methods and procedures of Agency, Producer agrees that during the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, however caused, Producer will not directly or indirectly, on his/her own behalf or as an employee, producer, associate, or co-owner with anyone else, (i) divert business from or interfere with the Goodwill of Agency or any of the other individuals or agencies associated with Agency; (ii) solicit, attempt to obtain or accept insurance, financial services business or risk management services of any nature from any of the Restricted Accounts of Agency or the Accounts of any of the other individuals or agencies associated with Agency; or (iii) aid or assist anyone else in soliciting, attempting to obtain or accepting insurance, financial services business or risk management services of any nature from any such Accounts.
- 11.2. The promises and covenants provided in this Agreement shall apply within the counties in which Agency maintains an office, and shall apply outside those counties only to the extent that the protected customers or Accounts have operations, locations, or affiliates outside those counties. The parties hereby agree that, in the event the provisions of this Agreement should be deemed to exceed the time, scope or geographic limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope or geographic limitation permitted by such applicable laws.
- 11.3. In order for Producer to secure the exclusive right (among Agency's other producers) to solicit or sell to a specific prospect, Producer is responsible for recording the prospect's name(s) in Agency's prospect data base. However, Agency shall have the right to develop and establish practices and/or guidelines regarding what a producer must do to maintain the exclusive right to solicit or sell to a prospect.

12. AGENCY EMPLOYEES.

12.1.	Producer agrees that during the term of this Agreement, and for a period of twelve (12)
	months following the termination of this Agreement, Producer shall not directly or indirectly
	solicit for employment, hire or cause any employee, independent contractor, or insurance
	solicitor to leave the employment of Agency because of Producer's offer, recommendation
	or referral to another agency or employer.

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13. EXPENSES / REMEDIES / EQUITABLE RELIEF.

- 13.1. Producer hereby acknowledges that a breach or threatened breach of the provisions of Sections 10, 11 and 12 of this Agreement would cause irreparable harm to Agency or the other individuals or agencies associated with Agency, the amount of which would be impossible to calculate in monetary terms. Should Producer violate or threaten to violate those provisions of this Agreement, then Agency shall, in addition to its other rights or remedies, be entitled to a restraining order and/or injunction to restrain Producer from violation or threatened violation. Agency shall not be required to post a bond or other security in connection with such restraining order(s) and/or injunction(s).
- 13.2. In the event that any action, suit, or proceeding, in law or in equity, is brought to enforce the provisions of this Agreement, and such action results in the award of a judgment for monetary damages or the granting of a restraining order and/or injunction in favor of Agency, Agency shall also be entitled to recover from Producer all reasonable expenses incurred, including attorney's fees, court costs, and all other expenses associated therewith.
- 13.3. In the event Producer violates any of the promises or covenants contained in this Agreement, Agency shall also be relieved of any further responsibility it may have to make payments to Producer under this Agreement.

14. TERMINATION.

- 14.1. This Agreement shall terminate upon the occurrence of any of the following events:
 - (a) Mutual written agreement signed by both parties; or
 - (b) Death of Producer, or dissolution of Agency; or
 - (c) Permanent Disability of Producer (as defined herein); or
 - (d) Upon the expiration of thirty (30) days following written notice by Agency or Producer of their intent to terminate in accordance with Section IV of this Agreement; or
 - (e) Producer's failure to maintain the appropriate license(s) as required to carry-out his/her duties and responsibilities under this Agreement; or
 - (f) Producer being charged with commission of a crime involving moral turpitude; or
 - (g) Breach or threatened breach by Producer of any of his/her fiduciary obligations and/or restrictive covenants contained in this Agreement.
- 14.2 Agency may immediately terminate Producer's services and rights under this Agreement for cause at any time upon written notice to Producer, upon the occurrence of any of the following events:
 - (a) Failure or neglect of Producer to faithfully perform his/her duties and fulfill his/her obligations under this Agreement; or
 - (b) Failure or refusal of Producer to comply with reasonable procedures, or standards of Agency which may be established from-time-to-time; or
 - (c) Conduct of Producer which is unprofessional, unethical, immoral or fraudulent in any manner, or which discredits Agency, or is detrimental to the reputation, character or standing of Agency; or
 - (d) Solicitation or placement of any application for insurance, financial services business or risk management services through any entity other than Agency without prior specific written authorization from Agency; or

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Engagement by Producer in an activity that constitutes a conflict of interest with Agency.

15. RECORDS.

15.1. Upon termination of this Agreement for any reason, Producer shall surrender to Agency all Confidential Information (including, but not limited to, business plans, practices and operations of Agency, as well as all lists, charts, schedules, reports, photos, diagrams, financial statements, books, records and all copies thereof) of Agency, and any and all other property belonging to Agency whatsoever, which are in the possession of Producer or under his/her control. Confidential Information may be in any tangible form, including without limitation written or printed text or documents, audio, visual or digital compilations, computer disks and tapes, whether machine readable or user readable.

16. MISCELLANEOUS.

16.1.	This Agreement supersedes any and all other agreements, oral or written, between the
	parties hereto; and represents the entire Agreement between the parties, and may only be
	amended in writing, signed by all parties. The accompanying Commission Schedule to this
	Agreement, however, may be amended by Agency without requiring Producer's consent,
	following the expiration of the initial twelve (12) month period of this Agreement, provided
	that Producer is given sixty (60) days advance written notice specifying the change(s) to be
	made.

16.2.	This Agreement	shall be go	overned	by and	constr	ued in a	accordance	with	the laws	of the
	State of Texas.	All oblig	ations of	f the p	arties	created	hereunder	are	performa	able in
		County	, Texas;	and ve	nue of	any action	on or suit in	conr	nection w	ith this
	Agreement shall	be in			Cou	ınty, Tex	as.			

- 16.3. No waiver by either party to this Agreement of any breach by the other party of any obligation under this Agreement shall constitute a waiver of a subsequent breach of any obligation, nor shall any forbearance by either party in the enforcement of any right hereunder be considered a waiver of such right.
- 16.4. Producer agrees to abide by all rules and regulations of Agency with respect to, without limitation, solicitation, underwriting, and extension of credit, use of Agency materials and equipment, attendance at meetings, and other operational or management directives.
- 16.5. The section headings in this Agreement are for the convenience of the parties, and in no way alter, modify, or amend, limit or restrict the contractual obligations of the parties.
- 16.6. The terms of this Agreement shall inure to the benefit of and be binding upon the legal representatives, heirs, successors and assigns of the parties hereto, except to the extent it provides for performance of personal service. Producer acknowledges that Agency may assign its rights and obligations under this Agreement without having to obtain Producer's prior approval.
- 16.7. In the event that any of the provisions, or portions thereof, of this Agreement are held to be illegal, invalid or unenforceable by any court of competent jurisdiction, the validity and е

enfo	orceability of the i	remaining provisions, or portions then of the provision or by its severance	eof, shall not be a	,
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Date:	
("Producer/Employee") Da	ate
Print Name	

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COMMISSION SCHEDULE

	, between Rose Insurance	Agency LLLC DBA Insure One ny and/or any other entity that is to as "Agency") and individual residing
Producer shall be credited the speci business Producer personally develo		
Commercial Property & Casualty Commercial Bonds Personal Lines Property & Casua Group / Health / Disability Life Insurance Surplus Lines Property & Casualt	alty	PERCENTAGE New Renewal
Producer shall not be entitled to re Account that generates less than \$	of annual commisoducer to receive a share of the same percentage of the nations (i.e. Commercial or Personent is required in order to characteristics).	the net fees that are retained by placed with Agency by Producer et agency service fees retained by onal Lines; New or Renewal; etc.)
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CONSENT OF SPOUSE

The undersigned, being the acknowledge that he / she has read the the engagement of	foregoing Producer Agreem with Rose Insura Limited Liability Company, e opportunity to retain indepelf or herself, his or her heir ad provisions of said Agreemelivery of any document results.	ance Agency LLC DBA Insure or any entity that is affiliated bendent counsel in reviewing its s, representatives, and assigns, ment, and to be bound thereby,
Spouse:	Dated:	
SIGNATURE		
PRINT NAME		
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