



AGENTSECURE PRODUCER AGREEMENT

Parties to this Agreement are the Agency Owner or Agency Principal _____ (Producer) and Insurezone.com of Texas, Inc. d/b/a AgentSecure (InsureZone), 1612 Summit Avenue, Suite 100, Fort Worth, Texas 76102 and will be referred to as AgentSecure in this Agreement.

The effective date of this Agreement is _____ (Effective Date).

The purpose of this Agreement is to state the terms and conditions under which Producer shall act as an agent of AgentSecure in the solicitation, sale, and servicing of contracts of insurance. Such contracts of insurance, including binders, policies, amendments and endorsements appurtenant thereto, shall be referred to in this Agreement as "Policies." Effective May 22, 2009 this agreement immediately replaces and supersedes all previously published agreements. **Please review this document carefully.** In the event of any conflict between the terms of this agreement and those of your existing agreement, the terms set forth in this document will govern.

1) Authority and Responsibility of Producer When Utilizing AgentSecure Carrier Contracts

- a) Duly Licensed - Producer shall be licensed and in good standing with all required state insurance authorities and will provide copies of all such licenses to AgentSecure as part of the Producer approval process. The maintenance of such license in good standing shall be at all times the responsibility of Producer as an express condition to continuation of this agreement. In the event of any cancellation, revocation, suspension or forfeiture of such license, Producer shall immediately notify AgentSecure of the complete details thereof, and Producer shall forfeit all commissions, earned or unearned, on Policies effective as of such cancellation, revocation, suspension or forfeiture of license. Producer acknowledges that policies may only be written and commissions received in the states in which Producer is duly licensed and a copy of the current license is on file with AgentSecure.
- b) User Accounts - Producer shall set up separate User account for each Producer User of the AgentSecure website. The Primary User (Owner) of the Producer creates User accounts within the Manage Users section of the Administration menu in the AgentSecure Private Site.
- c) Number of User Accounts – Under the Market Access program, Producer is limited to five user accounts as limited by the Employee Access in Section d) below.
- d) Employee Access - Only direct (W-2 wage-earning) employees of the Producer shall be allowed to utilize the services of AgentSecure including, but not limited to, the AgentSecure website. In addition, Producer will not allow non-employee of Producer to contact AgentSecure for any reason via phone email, or through the AgentSecure web site.
- e) Brokering - This agreement expressly forbids Producer from Brokering the AgentSecure services in any manner with a non-employee producer or 1099 relationship producer.
- f) Errors and Omissions - All users of the Producer's account must be employees and must be covered by the Producer's Errors & Omissions Insurance Coverage. Producer's E&O policy is primary on all policies written by AgentSecure on behalf of Producer. AgentSecure forbids Producers from brokering business and policies through parties not covered by the Producer's Errors & Omissions Insurance Coverage.
- g) Binding Authority - Producer has no power hereunder to bind insurance risks, but shall submit all applications for insurance Policies to AgentSecure. No coverage shall be in effect on any such application until accepted by AgentSecure and Binder is delivered to Producer. AgentSecure shall be the sole judge of the acceptance of any risk and shall incur no liability for refusing to place any risk.
- h) Proposals and Premiums - Producer shall have full power to; (1) Receive proposals for insurance covering only such classes of risks and in such amounts as AgentSecure may so authorize Producer to write; and (2) Collect premiums from insureds or applicants for insurance submitted by Producer to AgentSecure.
- i) Documentation - Producer shall promptly forward to AgentSecure all pertinent information pertaining to any application or policy in force, as well as all evidences of intent to insure or to modify existing policies.



- j) Trademarks - Producer shall have no authority to utilize the names or trademarks of AgentSecure, its related entities or any of the contracted or partnering insurance carriers in the conduct of its business without the express written consent of AgentSecure and the carriers.
 - k) No Authority - Producer shall have no authority not specifically authorized in this Agreement, and Producer shall have no authority to extend the time for payment of premium, or to change, alter, vary or waive any of the terms, requirements, or conditions contained in any application or policy.
- 2) **Authority of Producer When Utilizing Their Own Carrier Contract:** When a producer utilizes their own carrier contract, AgentSecure will provide proposals to the Producer based upon the information input by the Producer into the AgentSecure website. Responsibility for the sale and servicing of any risk placed as a result of information provided by AgentSecure is covered under the Producer's direct carrier contract.
- 3) **Premiums and Commissions (only applicable when utilizing AgentSecure carrier contracts):** For the purpose of this agreement all stated information referring to premiums, payments and commissions contemplates the total and absolute use of an insurance carrier direct bill only.
- a) Right of Offset - AgentSecure shall have the right to offset any amounts due Producer from AgentSecure against amounts due AgentSecure from Producer.
 - b) Policy Fees - All special fees, policy fees or charges or expense constants charged in addition to premium on policies or endorsements are to be regarded as fully earned at the time of the inception of the policy or endorsement. The obligation of Producer to pay such amounts shall be the same as if they were premiums, except that no commission will be allowed upon such amounts unless specifically authorized by AgentSecure in writing.
 - c) Commissions - Producer's commission under this Agreement shall be calculated in accordance with the commission schedule found on the AgentSecure website located at www.AgentSecure.com and shall be the sole compensation of Producer for services under this Agreement. AgentSecure reserves the right to change the amount and terms of the commission to be paid to Producer upon notification to Producer or by posting such commission schedule to the AgentSecure web site.
 - d) Commission Payment – Commission Payments will be scheduled according to the home State of the Producer. Except as noted in the compensation schedule, the commissions due Producer shall be paid monthly in accordance with the Commission Payment Schedule which can be found at <http://marketing.agentsecure.com/AgentAlerts/General/commissionPaymentWaveSchedule.html>. AgentSecure must have received carrier-paid commissions for the underlying insurance policy placed by the Friday preceding the Producers designated pay week in order to allow for proper processing. Any payment received after the preceding Friday cut off will be processed the following month..
 - e) Chargebacks - All chargebacks of all or any portion of a commission or other income previously paid to AgentSecure by a Carrier due to cancellation of insurance business, account difference, account adjustment, or any other reason, shall result in a charge-back by AgentSecure of Producer's commission related thereto (calculated on a pro rata basis by dividing the amount of commission charged-back by the amount of commission originally collected by AgentSecure). These "charged-back" commissions shall be paid by Producer within fifteen days after a request for repayment is made by AgentSecure. AgentSecure may set-off any such charge-back against future payments to be made by AgentSecure to Producer under this agreement.
 - f) Producer Contract with Carrier - When Producer utilizes its own carrier contracts, the agreement between producer and carrier will determine all compensation paid by carrier to producer.
- 4) **Expirations & Renewals (only applicable when utilizing AgentSecure carrier contracts):**
- a) Ownership of Expirations and Renewals - Producer and AgentSecure expressly recognize Producer's independent ownership of the policy expirations covered by this Agreement and Producer shall retain ownership of these expirations during and after the termination of this Agreement except as specified herein.
 - b) Broker of Record - Producer acknowledges and agrees that for purposes of the business produced hereunder, AgentSecure will be listed as the agent or broker of record with the respective insurers under the name InsureZone.com of Texas, Inc.



- c) Policy Transfer - Upon termination of this Agreement, Producer shall have the option of requiring AgentSecure to take such reasonable action as is necessary to transfer such agent of record or broker of record designation(s) to Producer or such other entity as directed by Producer.
- d) Policy Renewals - AgentSecure shall endeavor to give Producer 90 days notice of expiration of any policies of insurance, which Producer, from time to time, procures through AgentSecure.
- e) Producer Contract with Carrier - When Producer utilizes its own carrier contracts, the agreement between producer and carrier will determine any and all matters regarding ownership and processing of expirations and renewals.

5) Change in Operations of Producer:

- a) Producer shall give AgentSecure thirty (30) days prior notice of any of the following changes to the operations of Producer's agency;
 - i) If Producer is an individual and enters into a partnership to act as an insurance agency with one or more persons;
 - ii) If Producer is an individual or partnership and incorporates Producer's insurance agency;
 - iii) If Producer is an individual or partnership or corporation and transfers, sells, merges or consolidates any part of Producer's insurance agency or insurance business with any other entity.
- b) Failure of Producer to give the required notices shall terminate the Agreement on the effective date of any of the above events.
- c) The consent by AgentSecure to any such occurrence may be contingent upon a review of the background and experience of any new owner, the acceptance of the terms of this Agreement by any new owners, the receipt of Indemnity Agreements from any new owner or any other requirement which AgentSecure may reasonably impose prior to its consent.

6) Termination:

- a) Mutual Agreement - This Agreement shall continue in force until terminated by mutual agreement of the parties or by one of the parties giving thirty (30) days written notice of termination to the other.
- b) Fraud or Breach - In the event of fraud or breach of any of the conditions or provisions of the this Agreement on the part of Producer, this Agreement may be terminated by AgentSecure at any time thereafter, effective immediately, by notice to Producer. In the event of termination on account of fraud or breach of conditions, any indebtedness of Producer to AgentSecure and all premiums in the hands of Producer or for the collection of which Producer is responsible shall, notwithstanding any provisions herein to the contrary, become immediately due AgentSecure.
- c) Licensing Status - This Agreement shall terminate automatically and without notice in the event of cancellation, revocation, suspension or forfeiture of any license required by law for Producer's performance in any respect under this agreement.
- d) The obligations of Producer under Section 11 to indemnify and hold AgentSecure harmless on any claim arising from failure of the Producer to comply with the terms of this Agreement shall survive termination of this Agreement.

7) Administrative Provisions:

- a) Right to Recover Costs - In the event AgentSecure shall have to institute any legal action to enforce the obligations assumed by Producer under this agreement, or must defend any lawsuit brought against AgentSecure because of its having entered into this Agreement, including any E&O claims filed, AgentSecure is entitled to recover from Producer all costs, expenses, judgements and attorney's fees incurred by AgentSecure in connection with such action.
- b) Jurisdiction - The obligations and undertaking of each of the parties of this Agreement shall be performable in Fort Worth, Tarrant County, Texas. Producer agrees to pay AgentSecure at its home office in Fort Worth, Tarrant County, Texas, all sums of money which may become payable to AgentSecure under this Agreement.
- c) Obligation to Notify - Producer shall immediately refer to insurance carrier all claims involving policies issued by AgentSecure hereunder with appropriate notification to AgentSecure as well. Any available documentation shall be faxed to the carrier immediately.
- d) No Claims Authority - Producer has no authority to adjust or settle claims or to assign the adjustment of any claim on a policy placed through AgentSecure.



- e) Producer Expenses - AgentSecure shall not be responsible for any expenses incurred by Producer for whatever reason without AgentSecure's prior written approval.
- f) Policy Forms - Any policy forms or other AgentSecure supplies furnished to Producer by AgentSecure shall always remain the property of AgentSecure and all property of AgentSecure shall be returned to it or its representative promptly upon demand.
- g) Complete Records - Producer shall keep true and complete records and accounts of all transactions with policyholders and with AgentSecure. Such records shall be open at all times to the inspection of duly authorized representative of AgentSecure.
- h) No Advertising Authority - Producer shall not insert any advertisements concerning AgentSecure, its related entities or any contracted or partnering insurance carrier in any publications or issue any circular or paper referring to AgentSecure, its related entities or any contracted or partnering insurance carrier without the written consent of AgentSecure. No public statements concerning the existence or terms of this Agreement may be made or released by Producer to any medium or third party except with the prior approval of AgentSecure or as required by law.
- i) Independent Contractor - Producer shall be deemed an independent contractor providing services to AgentSecure, and shall be responsible for its own employees, benefits, taxes and other expenses and matters affecting its business. Coverage must be written by an insurance carrier with an AM Best rating of A or better.
- j) Right of Cancellation - AgentSecure shall at all times have the right to cancel any Policy pursuant to any applicable statutes and/or regulations; however, in the event of an Agency Billed Policy, Producer shall remain obligated to pay AgentSecure the earned premium thereon, less Producer's earned commission for any such Policy.
- k) Compliance with Rules and Laws - Producer shall in a timely and complete manner comply with all laws, rules and regulations, including all underwriting and other rules of AgentSecure, in the conduct of business under this Agreement and shall not expose AgentSecure to any claim, litigation, administrative proceeding, fine or penalty, in whole or in part, from any failure to so comply.
- l) Errors and Omissions Coverage - Producer agrees to maintain errors and omissions insurance covering its property and casualty operations, including the obligations of this Agreement, in an amount not less than \$1,000,000 per claim and annual aggregate, written by an insurance carrier that is A rated or better. Producer agrees to annually provide AgentSecure with a copy of the errors and omissions insurance policy together with all amendments, endorsements, renewals, replacements and cancellations of such policy during the term of this Agreement.
- m) Agreement Scope - This Agreement shall apply to current policies already placed and in force on the date hereof and all future policies which may be placed by AgentSecure for Producer and to any outstanding debt on policies which were placed by AgentSecure for any entity acquired by Producer. This Agreement may be terminated in accordance with the Termination Section above, but said termination shall not alter in any way the continued application of this agreement to insurance policies effected prior to the date of such termination.
- n) Right to Audit - Producer agrees to permit AgentSecure and each of its carriers to conduct, without prior notice, audits of Producer's documents relating solely to insurance placed through AgentSecure, in order to validate accurate completion and retention of documents and underwriting reports.
- o) Duty of Accuracy - Producer agrees that all applications will be properly completed, be true and accurate and will be submitted as may be required by AgentSecure or the carrier. Producer acknowledges that AgentSecure and the carriers will be relying upon the statements and representations in such applications and the representations of Producer as to the applications' completeness and accuracy, when determining whether to provide a insurance quote or to issue any policy of insurance.
- p) Documentation - Producer shall gather documentation necessary for submitted applications.
- q) Non-Exclusive Relationship - Producer's acceptance by AgentSecure is non-exclusive. AgentSecure shall be entitled to enter into an agreement similar to this with any other broker or agent of its choosing.
- r) Regulatory Actions - Producer agrees to notify AgentSecure within three (3) working days from the date of receipt of all complaints from insureds and/or the Texas Department of Insurance or any other state or federal regulatory agency and to immediately forward to AgentSecure all notices of complaints, orders, suits or suit papers that may involve AgentSecure.
- s) Policy Fees Charged by Producer - In the event Producer charges a policy fee as allowed by applicable state insurance laws, Producer will disclose in writing and as required by law such fees to the Insured



prior to submitting a bind request to AgentSecure and will obtain all necessary signatures associated with such disclosure. A record of such disclosure and the Insured's acknowledgement thereof will be an integral part of the Producer's documentation and will be subject to the provisions of Section 7 (n) Right to Audit and Section 7 (p) Documentation above. In the event Producer charges a policy fee not allowed by applicable state laws, Producer shall be held fully responsible and InsureZone, Inc will have no duty or obligation to defend the Producer in any court of law or administrative hearing. Furthermore, InsureZone, Inc. reserves the right to terminate any Producer which charges a policy fee not allowed by applicable state laws.

- t) Premium Finance - Agentsecure does not allow any unapproved third party premium financing on direct bill policies.

8) Notice:

Any notice required or permitted to be given under this Agreement shall be validly given or served in writing via e-mail, fax, delivered personally or sent by registered mail, return receipt requested, postage prepaid, to the address on the signature page of this agreement, or to such other street addresses, e-mail addresses or fax number as either party may hereafter designate in writing. Such notice shall be deemed delivered when: 1) sent via e-mail to the active e-mail address on file with AgentSecure, 2) when faxed to the active fax number on file with AgentSecure, or 3) when deposited in the United States Mail with prepaid postage and addressed as indicated in this paragraph.

9) Indemnification:

The Producer shall indemnify and hold harmless against any claims, liabilities or costs (including reasonable attorney's fees and expenses) which AgentSecure may become obligated to pay as a result of loss to insureds caused directly by an error or omission of the Producer with AgentSecure. Producer expressly agrees that its Errors and Omissions policy is primary related to any policy bound by AgentSecure on behalf of Producer. In addition, AgentSecure shall indemnify and hold Producer harmless against any claims, liabilities or costs (including reasonable attorney's fees and expenses) which Producer may become obligated to pay as a result of loss to insureds caused directly by an error or omission of AgentSecure in the processing of any business placed and/or attempted to be placed by AgentSecure for Producer.

10) Miscellaneous:

- a) No Right To Assign - The rights, privileges, interests, powers or claims of Producer arising under or growing out of this Agreement are not assignable (by sale or otherwise) by Producer, and no assignee shall acquire any rights thereto, without the written consent of AgentSecure. The rights of any assignee under any assignment to which consent has been or may be given shall be subject to the lien given to AgentSecure in this Agreement.
- b) Waivers or Breaches - No waiver of any breach or violation of any provision of this Agreement by either party shall be deemed made unless made in writing. Any such waiver shall not operate or be construed as a waiver of any subsequent breach or violation of this Agreement.
- c) Entire Agreement - This writing represents the entire Agreement and understanding of the parties with respect to the subject matter hereof; it may not be altered or amended except by a subsequent written Agreement duly executed by all parties.
- d) Jurisdiction - This Agreement and its validity, performance, and effect shall be determined, and its terms construed, in accordance with the laws of the State of Texas, without regard to any conflicts among the laws and provisions thereof. Unless waived by AgentSecure (which it may do in its sole discretion), the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the District Court of Texas for Tarrant County or the United States District Court for the Northern District of Texas and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.
- e) The headings of the paragraphs in the Agreement are a convenience only, and shall not affect its interpretation.
- f) This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, representatives, successors and assigns.



- g) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document. Facsimile signatures will be considered original signatures.
- h) The parties hereto, hereby agree to execute and deliver all such instruments and take all such actions as may from time to time be necessary in order to fully effectuate the purposes of the Agreement.
- i) Words and phrases shall be read in context and construed according to the rules of grammar and common usage. Words and phrases that have acquired a technical or particular meaning, whether by legislative definition or otherwise, shall be construed accordingly. Words in the present tense include the future tense. The singular includes the plural, and the plural includes the singular. Words of one gender include the other gender.
- j) The rights, duties and obligations of the parties to this Agreement to such extent as they are not dealt with specifically or by necessary implication in this Agreement, shall be in accordance with the customs and usages prevailing in the insurance business in the State of Texas.
- k) This Agreement shall take effect as of the Effective Date.
- l) All terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assigns.

11) Spam Policy

- a) AgentSecure does not tolerate the transmission of spam. The company monitors all traffic to and from its web servers for indications of spamming and it maintains a spam abuse compliance center to register allegations of spam abuse. Customers suspected to be using AgentSecure products and services for the purpose of sending spam will be investigated. Once AgentSecure determines there is a problem with spam, we will take the appropriate action to resolve the situation, including the possible termination of your Producer account.
- b) AgentSecure defines spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications from the sender. This can include, but is not limited to, the following:
 - i) Email Messages
 - ii) Newsgroup postings
 - iii) Windows system messages
 - iv) Pop-up messages (aka "adware" or "spyware" messages)
 - v) Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)
 - vi) Online chat room advertisements
- c) AgentSecure will not allow Producers to engage in any type of spamming activity. In order to use our products and services, Producer must abide by the Can-Spam Act of 2003 and the Telephone Consumer Protection Act and the AgentSecure spam policies. Commercial advertising or bulk emails or faxes may only be sent to recipients who have already "opted-in" to specifically receive messages from the sender. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by AgentSecure, conclusive proof of opt-in may be required for an email address or fax number.

PRODUCER

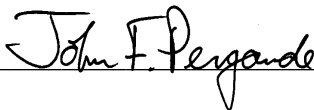
Owner/Agency Principal:

Signature: _____

Name/Title: _____

Date: _____

**InsureZone, Inc.
dba, AgentSecure
Licensed as InsureZone.com of Texas, Inc.**

Signature: 

John F Pergande, CEO