

Baris Benefits Group

Producer Agreement

This Producer Agreement is made between _____ (hereafter "Company") with administrative offices at _____ (**Company Address**), and the party named as Producer herein ("Producer"), and shall be effective as of _____ (Effective Date). The parties agree as follows:

Producer License: With respect to all jurisdictions in which Producer conducts its business and that require by rule or applicable law that Producer be duly licensed as an insurance agent, agency, or broker in order to lawfully transact business as contemplated herein, Producer represents and warrants to Company that it is duly licensed and will maintain such license(s) in active status and in good standing at all times this Producer Agreement is in effect. In addition, Producer agrees to furnish copies of such licenses upon request by Company.

Authority: Company authorizes Producer to (a) obtain applications for insurance policies and/or certificates ("Policies") and submit same to Company for consideration; (b) collect and remit initial required premiums to Company; (c) deliver Policies issued by Company to accepted applicants, if so requested by Company.

Limitation of Authority: It is understood and agreed that Producer and its employees, agents, and representatives shall have no authority to, and shall not under any circumstances: (a) accept risks, pass upon insurability, or bind Company in any way; (b) make or modify Policies on behalf of Company or waive any of Company's rights or requirements; (c) collect or receive premiums or renewal premiums on Policies other than the initial required premium; (d) endorse, cash, or deposit any checks or drafts payable to Company; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of Company; (f) advertise or publish any matter or thing that uses any of the names, product names, trademarks, service marks, registered marks, designs, or logos of Company, its insurers or their respective subsidiaries, affiliates, or related companies without the express prior written consent of Company (granted or withheld at its sole discretion); (g) directly or indirectly induce, cause, or endeavor to induce or cause any Agent, General Agent, Managing General Agent, or other producer or broker independently contracted with Company to terminate, default under, breach, or alter its producer contract with Company; or induce, cause, or endeavor to induce or cause any Policyholder to cancel, replace, or lapse a Policy; or (h) do or perform any act or thing other than those expressly authorized herein.

Relationship: The parties agree that Producer acts solely as an independent contractor and for its own account, and this Agreement shall not create an employer-employee, principal-agent, master-servant, representative, profit-sharing, or joint venture relationship or partnership of any kind between or among Producer (or any Sub-Producer) and Company or its insurers.

Reciprocal Indemnity: Producer agrees to indemnify and hold Company and its insurers harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by Producer or Producer's directors, officers, employees, or agents, of the obligations of Producer under this Agreement. Likewise, Company agrees to indemnify and hold Producer harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by Company or Company's directors, officers, or employees, of the obligations of Company under this Agreement. In addition, Producer agrees to maintain errors and omissions insurance throughout the term of this Agreement, and provide Company with proof of same.

Service: Producer agrees to (a) become fully informed as to the provisions and benefits of each Policy offered by Company for which Producer solicits applications hereunder, as the same may be amended or modified from time to time by Company and/or its insurers at their sole discretion; (b) represent such Policies adequately and fairly to its clients; (c) provide all usual and customary service to Policy holders in an effort to maintain in force any business placed with Company.

Compliance: Producer agrees to abide by Company's administrative guidelines, including modification and updates to products and procedures or other bulletins, from the moment released by Company which shall become, for all purposes, a part of this Agreement as fully as if contained word for word herein. Producer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify Company of any complaints, lawsuits, orders, administrative proceedings, licensure matters, and other inquiries received from such authorities or from policyholders relating to applications solicited and/or Policies placed by or through Producer hereunder; and will cooperate with Company in making timely and appropriate responses.

Compensation: Company agrees to pay commissions, as provided in the Compensation Schedule(s) incorporated herein, upon any premiums received by Company for Policies issued on applications submitted by Producer under this Agreement and accepted by Company. Commissions shall be considered payment in full for all services performed and expenses incurred by Producer and will be subject to charge-back and/or reimbursement with respect to any Policy subsequently rescinded, replaced, or canceled. The Compensation Schedule(s) attached, or which may hereafter be added, is incorporated herein and made a part of this Agreement. Company reserves the right to change such Compensation Schedule(s) at any time upon written notice to Producer; however, no such change shall be applicable to Policies for which Company has accepted premium prior to the effective date of such change.

Accounting: Company will provide Producer a monthly statement of all compensation becoming due and payable since the date of the previous monthly statement. In the event Company refunds any Policyholder's premium for which commission has been paid to Producer, Producer shall promptly refund its compensation attributable to such refunded premium to Company. Company is entitled to offset any unpaid amount from Producer's unpaid or future compensation.

Termination: This agreement may be terminated for cause by Company, immediately upon written notice to Producer, when Producer or any of Producer's employees, agents, or representatives is reasonably believed to have:

- a. misappropriated funds from any Policyholder or Company;
- b. endeavored to induce Company's Policyholders to relinquish or cancel Policies;
- c. interfered with the collection of any premium;
- d. engaged in fraudulent acts;
- e. been adjusted bankrupt, executed a general assignment for benefits of creditors, or committed an act of bankruptcy;
- f. otherwise acted to prejudice the interest of Company.

Additionally, this Agreement will terminate as follows: (a) If Producer is not a corporation or partnership, the date of Producer's death; (b) If Producer is a corporation, the date the corporation or partnership is dissolved, or on the date of any change of ownership; (c) Immediately in the event of any order of suspension, revocation, or termination of Producer's license by any regulatory authority; or (d) Upon 30 days advance written notice, by either party for any other reason not listed above.

Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; however, if this Agreement is terminated for cause, no compensation, including commissions on premiums received, shall thereafter be payable to Producer by Company, regardless of stipulations within the Compensation Schedule(s) that would otherwise consider the compensation vested and payable.

Miscellaneous: This Agreement is the entire agreement between the parties. This Agreement shall not be assigned without the prior written consent of Company. No amendment of this Agreement shall be valid unless in writing, signed by Company. Company's election not to enforce any provision of this Agreement, arising from wrong-doing or failure by Producer, is neither a waiver nor a reduction of rights. All provisions herein shall be enforceable in any subsequent case of wrong-doing or failure by Producer. Any written notice required under this Agreement shall be complete upon the submission of said notice to the United States Postal Service, addressed to Producer at Producer's last known address, postage prepaid, or to Company's administrative office mentioned herein. This Agreement shall be construed in accordance with the laws of the state of _____ (State of Agreement) exclusive of choice of laws provisions. Any disputes involving this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association with all proceedings to be held in _____ (City, State).

Confidentiality: The information contained in, relating to or provided in connection with any proposal for any policyholder, customer, potential policyholder or prospect is confidential information and may be used solely for the purpose of proposing, or conducting, a business relationship for that particular policyholder, customer, potential policyholder or prospect. Except for the purposes of carrying out this Agreement, a party shall not disclose or use any nonpublic personally identifiable customer or claimant information provided by the other party ("Customer/Claimant Information"). "Nonpublic personally identifiable information" is financial or medical information of or concerning a private person which either has been obtained from sources which are not available to the general public or obtained from the person who is the subject and which information is included in data files exchanged by the parties hereto. For the purposes hereof the terms shall include but not be limited to data elements such as names, addresses, social security numbers, account numbers and authentication information of individuals. Such Customer/Claimant Information shall not be reproduced or shared with any other party except those entities with which the receiving party may from time to time contract in accordance with the fulfillment of the terms of this Agreement and which disclosure shall comply with all state and federal statutes and regulations governing the confidentiality and disclosure of medical records and nonpublic personally identifiable information. Each party shall either have in place or shall promptly adopt and implement appropriate administrative, physical and technical safeguards to avoid improper disclosure or use of Customer/Claimant Information, such safeguards to be in compliance with all applicable federal and state regulatory requirements. We do not disclose any nonpublic information about you to non-affiliated third parties, except as permitted by law. The circumstances under which disclosure to non-affiliated third parties is permitted by law include disclosures to insurance companies or insurance intermediaries to obtain any insurance coverage requested by you or to process insurance claims. The circumstances under which disclosure to non-affiliated third parties is permitted by law also include to our auditors, appraisers and legal advisors, in response to a court order, governmental authorities pursuant to legal process, to prevent fraud, and/or disclosures to authorized third party service providers acting on our behalf, that perform marketing and other services for us, such as electronic enrollment service providers, to other financial institutions with which we have joint marketing agreements, such as banks, securities broker-dealers, registered investment advisors, and insurance providers.

Producer Agreement

Please complete the following information. This Agreement is not valid or effective until signed by an authorize representative of Company.

1. Full legal name of Producer / Agency who will be contractually bound and to whom commission will be paid under this Agreement: _____

2. If Agency, please provide name of contact person: _____

3. Address (include street address, city, state, country, and postal code):

Physical Address

Mailing Address

4. Telephone Number: _____ Fax Number: _____

5. Email Address: _____

6. Website Address: _____

7. Producer's Social Security # / Agency's Federal Employer Tax ID #: _____

8. **Producers / Agencies in the US must attach copies of your resident and all nonresident licenses and W-9.**

9. Please check this box indicating your acknowledgment of the following statement:

I hereby certify that I have read the Baris Benefits Group Producer Agreement and agree to abide by the provisions of this contract.

SIGNATURE	
Please sign below. If you are submitting this contract electronically, the application will not be signed in the sense of a traditional paper document. This agreement will be signed via an 'electronic signature'. To sign this document electronically, the signatory must enter their name, preceded and followed by the forward slash (/) symbol (e.g. / Name/).	
Signature:	Date:
Signatory's Name:	
Signatory's Position:	