



PRODUCER AGREEMENT PACKAGE

Thank you for your interest in writing business with Evolution Insurance Brokers, LC ("EIB"). Attached is a copy of our Independent Producer's Agreement ("Agreement"), which we require from all producers before we place risks for them. With this Agreement in place, you will be able to submit your clients' risks to us, and you will also be eligible to receive a commission, if and when risks are bound, at such rates as are described in the Agreement.

For agents, EIB will act as the broker and place the admitted business..

Please be sure to include all of the following information when you send the Agreement in to us:

- The signed Independent Producer Agreement (pages 2-5).
- A completed Independent Insurance Producer's Profile (Exhibit A).
- A copy of your state producer license(s) for all states within which you do business. **Note:** A listing of all licenses held will not be accepted as proof of licensure.
- A copy of your applicable state license(s). **Note:** A listing of all licenses held will not be accepted as proof of licensure.
- A copy of the Declarations Page of your current Errors and Omissions Insurance Policy. Also, please contact your Errors and Omissions Insurance carrier and add Evolution Insurance Brokers as a certificate holder onto your Policy.

This Agreement is only effective upon receipt of the information requested above, and no policy can be bound without an effective Agreement. By signing this Agreement we are not appointing you as our producer or agent, but rather we are willing to work with you as an agent for your clients/insureds.

Return Information:

EIB: Producer Services Department
Return by Mail: P.O. Box 4439
Sandy, Utah 84091-4439
Return by Fax: (801) 304-3727
Return by Email: brokerservices@eibdirect.com
Questions: Contact Producer Services at 1-800-257-5590 ext. 5040



INDEPENDENT PRODUCER'S AGREEMENT

THIS INDEPENDENT PRODUCER'S AGREEMENT (the "Agreement") is entered into by and between Evolution Insurance Brokers ("EIB" or the "Company"), a corporation whose administrative offices are located at 8722 South 300 West, Sandy, Utah 84070, and/or any other entity through which EIB conducts business and the entity listed on the attached Independent Insurance Producer's Profile (the "Producer").

The Company and the Producer (collectively the "Parties") desire to enter into this Agreement to allow the Producer to work with EIB to place risks on behalf of Producer's clients (the "Insured") in compliance with all applicable laws, rules, and regulations regarding the placement of such business; and for which the Producer will receive a commission, if and when risks are bound, at such rates as are agreed to by the Parties.

The Parties agree as follows:

A. THE PRODUCER IS ENTITLED TO A COMMISSION FOR RISKS BOUND FOR INSURED

1. The Company agrees to pay the Producer a commission as shown on each quoted risk submitted by the Producer and ultimately bound by the Company, subject to the terms and conditions of this Agreement. The account underwriter will determine the commission allowed on each account at the time the account is priced. Senior underwriting management will approve all premiums in excess of \$34,999 and approve the commission levels offered on all premiums in excess of \$34,999.

2. The Producer is exclusively the agent of the Insured and **not** of the Company and the Producer will inform all of its clients of this fact before submitting any risk to the Company. The Parties understand, agree, and acknowledge that in no event, nor under any circumstance, will this Agreement be interpreted or construed as authorization for the Producer to bind coverage on behalf of the Company or to act in any capacity on behalf of the Company. The Parties agree that the Producer possesses no implied or apparent authority to act on behalf of the Company.

B. THE PRODUCER IS RESPONSIBLE FOR PAYMENT OF PREMIUM

The Producer will be primarily liable to the Company for the full amount of the premium, less commission, including, but not limited to, additional premiums developed under audits or retrospective penalties on every insurance contract bound by the Company for the Producer. Premiums will be due and payable as indicated in the Company's invoice and may vary based upon the credit terms of the issuing company; otherwise, premiums are to be remitted no later than the 10th day of the month following the effective date of the insurance contract. The Producer agrees that payment of any minimum-earned premium required by the issuing company will be the responsibility of the Producer. The Producer will be liable and remain liable to the Company for all earned premiums whether or not collected by the Producer from the Insured. Any credit extended to the Insured will be at the sole risk of the Producer who assumes responsibility for any credit extended. The Producer has a right to offset any existing undisputed net premium credit, as may be reflected in the most recent Producer's premium balance statement, against any undisputed premiums that are owed by the Producer to the Company.

1. The Producer hereby assumes full and sole responsibility for the payment of all advance or deposit premiums and premiums accrued by audit on insurance accepted by the Company. Down payment as identified on the Indication Quote, of 30% to 40%, must be received by the Company at one of its business offices in order to bind coverage, and any remaining balance due must be received by the Company within 10 calendar days. If the balance due is not received within 30 calendar days, cancellation notice will be sent.

2. Producer agrees to utilize Producer's best efforts to assist the Company in collecting additional premiums for audits on bound risks. Producer will be entitled to commissions on such additional premiums Producer has assisted in collecting. If the Producer fails to collect the additional premiums, the Company has the right to collect any additional audit premium due directly from the insured and Producer will not be entitled to any commission on such additional premium collected by the Company.

3. In any civil action or proceeding brought by the Company to recover sums due from the Producer, the Producer agrees to pay costs incident thereto, including reasonable attorney fees incurred by reason of such action or proceeding.

4. In the event the Producer is unable to collect any additional premium due at audit, the Producer may request the Company to undertake direct collection of the premium from the policyholder. The Producer shall be relieved from responsibility for payment of the additional premium provided the request is made in writing no later than 30 days from the date the Company mailed the original bill for the additional premium to the Producer. No commission shall be paid or deemed earned on any such additional premium collected directly by the Company. If the Producer fails to make a request for direct collection by the Company within the time specified herein, then the Producer shall pay the additional premium due to the Company.

C. FLAT CANCELLATIONS

No insurance contract may be returned by the Producer for flat cancellation unless it is returned prior to the inception or effective date of the contract. Earned premium will be computed and charged on every contract cancelled after inception in accordance with the cancellation provisions of such contract.

D. UNEARNED COMMISSIONS

Producer agrees to utilize Producer's best efforts to assist the company in collecting additional premiums for audits on bound risks. Producer will be entitled to commissions on such additional premiums Producer has assisted in collecting. If the Producer fails to collect the additional premiums, the Company has the right to collect any additional audit premium due directly from the Insured and Producer will not be entitled to any commission on such additional premium collected by the Company.

The Producer agrees to refund to the Company or to the Insured unearned commissions on all business placed with the Company on cancelled policies or reduced premiums at the same rate that such commissions were originally allowed the Producer. Such refund will be paid to Insured and paid by the due date indicated on the billing invoice.

E. PREMIUM & FEES

In any situation where a premium for a policy which has been bound cannot be fully determined in advance and where an adjustment or determination after a specific time period by audit, endorsement, or otherwise will have been made, then the amount of such additional premium due will be paid by the Producer and paid by the due date indicated on the billing invoice to the Company. All fees will be fully earned when due.

F. WARRANTY

The Producer expressly represents and warrants that the Producer holds a current and valid insurance license for each state within which it intends to submit risks to the Company. The Producer further represents that the Producer will maintain current and valid insurance broker licenses in each state for which it submits risks to the Company for underwriting during the term of this Agreement. If for any reason the Producer's broker's license is suspended, terminated, revoked, not renewed or for any other reason ceases to be valid, the Producer agrees to immediately notify the Company.

The Parties acknowledge that the Company is not responsible for determining the types and limits of insurance required by the various jurisdictions in which the Producer or its clients conduct operations. As such, the Producer further represents and warrants that it is solely responsible to ensure that the types and limits of insurance it requests from the Company, and which is ultimately issued by the Company, comply with all applicable State and local laws in those jurisdictions where the insured conducts its operations. The Producer represents and warrants that it has and will fully advise its clients regarding the limits and types of insurance required by such jurisdictions for the Insured's operations. In the event it is determined that the type or limit of insurance violates the requirements of the jurisdiction in which the Insured conducts its operations, the Producer will hold the Company harmless and indemnify it as set forth in Section K of this Agreement.

The Producer holding the applicable license expressly represents and warrants that the Producer holds a current and valid producer's license for each state within which it intends to submit risks to the Company. The Producer further represents that the Producer will maintain current and valid broker licenses in each state for which it

submits risks to the Company for underwriting during the term of this Agreement. If for any reason the producer's license is suspended, terminated, revoked, not renewed or for any other reason ceases to be valid, the Producer agrees to immediately notify the Company.

G. NOTICE OF EXPIRATION AND RENEWAL REQUESTS

The Company will be under no obligation to give the Producer advance notice of the expiration of any insurance procured through the Company.

H. OWNERSHIP OF BUSINESS

The Parties agree that in the event of termination of this Agreement, the Producer will have accounted for and paid all premiums for which the Producer may be responsible in accordance with the Agreement. The Producer's records, including those pertaining to policy expiration dates, will remain the property of the Producer; however, the Producer will provide loss history, renewal dates, and other information pertaining to coverage to the Company upon written request.

I. OTHER AGREEMENTS

This Agreement will not be interpreted or construed so as to; (a) prevent the Producer from executing other similar agreements with competitive markets, and/or (b) compel the Company to accept or place any or all of the business offered to it by the Producer.

J. HOLD HARMLESS

The Producer will indemnify and hold the Company harmless against any claims, damages, liabilities, or costs (including attorney's fees, costs, and expenses), which the Company may become obligated to pay as a result of any loss to an Insured caused directly or indirectly by any act or omission, misrepresentation, or fraud committed by the Producer. The Producer further agrees to indemnify and hold the Company harmless against any claims, damages, liabilities, or costs arising directly or indirectly from any finding by a court or other trier of fact that the Producer acted, expressly or impliedly, in the capacity of an authorized agent of the Company.

The Company will indemnify and hold the Producer harmless against any claims, damages, liabilities, or costs (including reasonable attorney's fees, costs, and expenses), which the Producer may become obligated to pay as a result of any loss to a Client caused directly or indirectly by any act or omission, misrepresentation, or fraud committed by the Company.

K. REIMBURSEMENT

The Producer agrees to immediately upon request reimburse the Company for any and all losses, costs, or expenses (including attorney's fees, costs, and expenses) paid or incurred by the Company for which the Company would not be obliged to pay but for the Producer's failure to indemnify and hold the Company harmless.

L. ACCEPTANCE OF AGREEMENT BY THE COMPANY AND THE PRODUCER

1. The Parties agree that this Agreement will not become effective until accepted and executed by both the Company and the Producer. The Parties agree that this Agreement contains all of the contractual arrangements existing between them; and all other written or oral arrangements are deemed to be merged herein. This is the final Agreement and it supersedes any other written or oral agreements that may exist.

2. The Producer expressly consents to the Company communicating business, marketing, and sales information to the Producer through facsimile, telephone, mail, and electronic messaging to assist Producer in placing business through the Company.

3. The Producer expressly consents to receive any and all quote, binder, and policy documentation of any kind from the Company in electronic format if the Company so chooses to provide it electronically rather than in paper form. The Producer also expressly agrees to distribute such information to insured in the form agreed to between the Producer and the insured.

M. CLIENT TRUST ACCOUNT

The Producer agrees and acknowledges that the Producer must at all times maintain a separate Client Trust Account and deposit all premium funds collected (and owed to the Company) in such Client Trust Account. Producer may hold such funds in trust with funds of other markets and may retain interest earned thereon in accordance with applicable law.

N. ADMINISTRATIVE PROVISIONS

1. This Agreement may not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be duly executed by way of a writing signed and dated by both Parties.

2. This Agreement may be terminated at anytime by either Party upon written notice to the other Party. Such termination, however, will in no event affect the respective rights or liabilities of either Party accruing up to the date of termination. Upon termination, the Producer agrees to return any and all marketing information and other material pertaining to the Company's service.

3. This agreement will need to be renewed every 2-3 years in order to maintain current information on the Producer.

4. Requests and notifications for any change in contact info must be sent directly to EIB's Broker Services' Representative using the contact information on page one of this agreement.

5. This Agreement is entered into in the State of Utah and any rights, remedies, or obligations provided for in this Agreement will be construed and enforced in accordance with the laws of Utah. The Producer expressly agrees to the exclusive jurisdiction of the courts of the State of Utah to hear and decide any claim or dispute arising between the Parties or out of or related to this Agreement, having purposefully directed actions to procure the insurance services of the Company within the State of Utah.

6. In the event of any dispute or claim between the Parties arising from or related to this Agreement, the prevailing Party will be entitled to recover damages, fees, and other costs incurred, including but not limited to reasonable attorney fees, arising out of such dispute or claim in addition to any other relief which such Party may be entitled to by law.

7. Any portions of this Agreement that are not in conformity with federal, state, or local laws are to be deemed amended to conform to such laws. Further, the provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part will be severed from the remaining portions, provisions or parts of this Agreement and will not affect the validity or enforceability of any remaining portions, provisions, or parts.

8. The Parties acknowledge that they have read this Agreement and are fully aware of the contents of this Agreement and its legal effect. Parties further acknowledge that they have had the opportunity to seek the advice of legal counsel with regard to the negotiations for and the execution and performance of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day indicated below.

Dated: _____

Dated: _____

"PRODUCER"

"COMPANY"

Signature and Title

Signature and Title

Print Name and Title

Rick J. Lindsey CEO

Print Name and Title

Exhibit A

INDEPENDENT INSURANCE PRODUCER'S PROFILE

Section 1:

1. Full Legal Name of Firm: _____
Broker's Name: _____
Primary Contact at Firm: _____
Financial Contact at Firm: _____
2. Physical Address: _____ P.O. Box _____
City: _____ State: _____ Zip: _____ PO Box Zip: _____
Phone: _____ Fax: _____
Firm E-mail: _____ Primary Contact E-mail: _____
Federal Tax I.D. No.: _____
P&C License No.: _____ License No.: _____
3. What year was the firm organized? _____
 - a. List any prior business names used in the last 5 years. _____
 - b. Business form: Corporation Partnership LLC Other
4. What is the size of the Firm? Number of Employees: _____ Annual Admitted Premium: _____
Admitted policies per year: _____
5. In what states is the Firm licensed to write insurance (**list all attached copies of all state licenses**):

6. **Attach a copy of the Firm's errors and omissions insurance.**
Carrier: _____ Limits: _____
Expiration Date: _____ Policy # _____
7. Does the Firm maintain a separate premium trust account for depositing premium? Yes No
8. Does the Firm maintain an operating account separate from its premium trust account? Yes No
9. Firm's Bank: _____ Bank Phone: _____
10. Have you, any owner, or any employee surrendered, cancelled, forfeited or had revoked an insurance license at the request of any insurance department, regulatory agency or in settlement of charges brought by insurance regulatory authorities? Yes No
If yes, please explain. _____
11. Have you, any owner, or any employee been charged with or convicted of any crimes, breach of legal duty or fraud of any kind? Yes No
If yes, please explain. _____

Note: Please include a list of all agents, including their email addresses, who will be contacting us for quotes.