

EIDYIA PRODUCER'S AGREEMENT

Instructions: Complete and execute in duplicate and return one copy to Eidyia Solutions Inc. and Eidyia Solutions, Inc. dba Eidyia Insurance Services, LLC, at the administrative office location of 7828 Vance Drive Suite 107, Arvada, Colorado 80003.

This agreement is effective the ____ day of _____, 20____, between Eidyia Solutions, Inc. and Eidyia Solutions Inc. dba Eidyia Insurance Services, LLC (herein referred to as Eidyia) of Orange, California and _____ (herein referred to as "Producer"), for the submission of applications for insurance policies with various insurance companies. This agreement shall not apply to any other contracts or producer agreements (if any) with any other division or affiliated insurance companies.

Eidyia and Producer (hereinafter collectively referred to as "Parties") hereby agree as follows:

- 1. Producer represents that it holds and will maintain a valid insurance broker and/or producer license in every state in which it produces business placed through Eidyia. Producer shall immediately notify Eidyia of any change in that license status and any situation where a license has been revoked or suspended. Producer is responsible for all applicable license fees and taxes.*
- 2. Producer is not an employee of Eidyia and nothing contained in this Agreement shall be construed to create the relation of employer and employee between producer and Eidyia. Eidyia has no responsibility for any of Producer's expenses and Producer is an independent contractor.*
- 3. Producer may submit applications for risks to Eidyia. Eidyia is not obligated to accept any business produced by the Producer. It is understood that Producer is an independent contractor and not an agent of Eidyia. Producer acts solely as the agent for an applicant for insurance with Eidyia and has no authority to represent Eidyia other than to present submissions as set forth herein.*
- 4. Producer has no authorization to bind Eidyia or any insurance carrier Eidyia represents or a risk or exposure, except as expressly permitted in writing by Eidyia or such insurance carrier. Producer has no authorization to act in any way as an agent of Eidyia or to represent it as such, or to represent that it may alter any policy.*
- 5. Producer is responsible for obtaining complete submissions from account(s)/client(s) Producer represents, and will use best efforts to obtain all underwriting information and applications requested.*
- 6. Eidyia authorizes Producer to collect premiums on policies of insurance issued by Eidyia's representative insurance companies under this Agreement and to retain out of those premiums, as full compensation for the business placed, commission, which shall be a percentage of premium written and collected by Producer at rates provided by Eidyia to the Producer. The Producer shall receive and hold in trust all funds received by it in connection with this Agreement in a separate premium trust account, without commingling such funds, separate and apart from any other money that belongs to Producer. Producer shall be obligated to return any commission to the insured or financial company financing premiums of the insured in the event that the insurance*

policy is canceled or an audit return premium is generated and Eidyia has to return any unearned or audit premium.

7. With respect to all premiums on policies and endorsements of insurance processed by Eidyia hereunder and if applicable the associated final audit on such policies, the Producer shall pay all amounts collected by the Producer in respect thereof to Eidyia, and shall notify Eidyia in the event that the Producer is unable to collect any such premium or portion thereof, not later than 30 days after the effective date of each such policy, or the Date Due shown on the Eidyia invoice, whichever is the earlier for such policies and endorsements, or the Date Due shown on the invoice for final audits. Producer guarantees to Eidyia the payment of any premium due to Eidyia for business produced and bound by Producer with a Minimum or Fully Earned Premium Due Upon Binding stipulation. In the event Producer has not paid Eidyia any balance due, when due, Eidyia reserves the right to cancel any insurance coverage in effect related to any or all accounts with outstanding balances due from Producer. Eidyia shall be entitled to recover from Producer any and all costs incurred by Eidyia, including but not limited to attorney and collection fees, in its effort to collect any balances due from Producer.
8. When applicable, Producer is responsible and shall collect, pay, and report any required surplus lines taxes, *fees, surcharges, or other state or municipal taxes* to the appropriate taxing authority related to the business. Producer will submit the name and license number of the person or entity filing each surplus lines transaction. Producer shall promptly reimburse
9. *If at the time of binding, Eidyia agrees to file surplus lines taxes, fees, or other state or municipal taxes, The Producer agrees to provide completed copies of all required state and municipal filing forms at the time of binding, or not more than ten (10) days after the date of binding. The Producer agrees to collect and forward surplus lines taxes and fees, surcharges, other taxes and any filing fees, as notified or invoiced by Eidyia.*
10. *Producer shall promptly reimburse Eidyia any fines or penalties or other amounts levied by a governmental agency or Surplus Lines Association as a result of Producer's failure to remit proper forms, taxes, and fees.*
11. Producer shall have and retain ownership of all business subject to this agreement. Producer agrees to keep complete records and accounts of all transactions.
12. Producer acknowledges its duty to fully inform all clients of the terms, conditions, exclusions, and limitation of any insurance placed through Eidyia. Producer further acknowledges its responsibility to request proper coverage's for its clients, disclose *any taxes, fees*, review all quotes, policies and binders for accuracy, and keep Producers clients fully informed about issues, including but not limited to the use of non-admitted insurers.
13. Producer shall maintain a current Professional Liability Errors and Omissions policy with limits of at least \$1,000,000 per occurrence and shall provide proof of the existence of that policy to Eidyia at Eidyia's request. *Producer shall immediately notify Eidyia of any change in status.*

14. Producer shall not use the name or service marks of Eidyia or any of its affiliated or represented insurance companies in any advertising or marketing materials distributed to the public without the prior written consent of Eidyia, its affiliates and/or Eidyia's represented insurance companies.

15. *Claims.*

a. *Producer shall notify the insurance carrier of any claim on any policy written by any carrier represented by Eidyia as required by the terms of that insurance policy. Producer shall provide full cooperation to any insurance carrier in connection with the claim. Producer shall also notify Eidyia of any claim and provide information as requested by Eidyia.*

16. *Certificate of Insurance.*

- a. *Producer, as a retail agent, shall have limited authority to issue Certificates of Insurance, on behalf of the Named Insured policyholder, listing the applicable insurance carrier(s) Eidyia represents solely under the following conditions:*
- b. *Producer has sole responsibility for the accuracy of the information set forth in any certificate of insurance.*
- c. *In no event shall the Producer have the authority to issue certificates of insurance, which include any addition, and/or modification of the policy terms and conditions, additional insureds, waivers of subrogation or any special additional coverage and/or change any term, condition, or provision of this policy unless such policy changes or modifications are first approved by a policy endorsement issued by the insurance carrier.*
- d. *Unless the policy has been physically endorsed, the certificate of insurance issued for that policy that does not amend, extend, or alter the coverage provided by the policy or change the person(s) or entities to whom such coverage is afforded under that policy.*
- e. *Eidyia will not review, accept, or retain copies of any certificates of insurance prepared by the Producer. Moreover, Eidyia will not be responsible for any liability resulting from the issuance of certificates of insurance. Neither the insurance carrier(s) represented by Eidyia or Eidyia will be liable for claims arising out of Producer's issuance of a Certificate of Insurance in form or substance, different from the coverage provided by that policy.*

17. *Indemnity Agreement.*

Eidyia will assume no responsibility to Producer or Producer's account(s)/client(s) with regard to the adequacy of amount or limit of liability on any insurance policy(ies) issued to Producer's account(s)/client(s) by Eidyia or an insurance carrier Eidyia represents.

Producer shall hold Eidyia harmless from and shall indemnify and defend Eidyia against any claim, loss, damage, expense, including without limitation, attorney fees and court costs, by reason of any act or omission by Producer including those of Producer's principal owners, officers, directors, employees, or representatives which results in any non-compliance or non-conformance with or violation of any law, regulation or ruling relating to the business placed or attempted to be placed with Eidyia by Producer or by reason of any act or omission of Producer which breaches or violates any agreement or relationship.

Eidyia will hold Producer harmless from and shall indemnify Producer against claims, damages, liabilities, and expenses as a direct result from:

- a. Eidyia's error or omission in preparing, processing, billing or servicing any policy or endorsement, except to the extent that Producer caused, contributed to, or compounded such error.*
- b. Failure of a policyholder to receive notice of cancellation, non-renewal, or any notice affecting coverage, where EIDYIA sends notices directly to the policyholder, except to the extent that Producer caused, contributed to, or compounded such error;*
- c. Damages sustained and caused by any of Producer's actions using forms supplied by Eidyia or following instructions or procedures established by Eidyia, except to the extent that Producer's failure to follow such forms, instructions or procedures caused, contributed to, or compounded such error; Producer will give Eidyia written notice as soon as Producer receives notice of any actions relating to the liabilities referred to in the indemnity provision of this agreement.*
- d. Eidyia will be entitled, but not required, to participate in such action or to assume the defense of any such action. If Producer fails to promptly notify Eidyia of any action, or fail to cooperate fully with Eidyia in the defense of such action, Eidyia will be relieved of Eidyia's indemnification obligations. If Eidyia assumes the defense of any such action, Eidyia will not be liable to Producer for any legal or other expenses subsequently incurred by Producer in connection with such action, without Eidyia's prior approval of the expense.*

18. *The Producer is:*

Licensed in the following states: _____

The Producer Employer I. D.# and/or SS#: _____

Agency Type (Check all that apply): Retail Excess & Surplus

Business Entity (Check One):

Corporation LLC Partnership Sole Proprietorship

Other: _____

Producer:

By: _____

(Printed Name and Title): _____

Date: _____

Eidyia:

By: _____

(Printed Name and Title): _____

Date: _____