



## PIA PRODUCER AGREEMENT

Parties to this Agreement are the Agency Owner and Agency Principal \_\_\_\_\_ (Producer) and Insurezone.com of Texas, Inc. d/b/a PIA Market Access (InsureZone), 550 Bailey Avenue, Suite 150, Fort Worth, Texas 76107 and will be referred to as InsureZone 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 InsureZone 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 February 28<sup>th</sup>, 2018 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. The PIA Market Access Program is being offered in conjunction with the National Association of Professional Insurance Agents (PIA) and PIA Services, Inc. and the commission rates and monthly fees offered to your agency through this program are contingent upon your active membership in the PIA. Please note below the changes to your commission rates and monthly fee in the event that your agency is not an active member of PIA.

### 1) Authority and Responsibility of Producer When Utilizing InsureZone 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 InsureZone 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 InsureZone 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 InsureZone.
- b) User Accounts - Producer shall set up separate User accounts for each Producer User of the InsureZone website. The Primary User (Owner) of the Producer creates User accounts within the Manage Users section of the Administration menu in the InsureZone Private Site.
- c) Number of User Accounts - Producer is required to create a User Account for each Employee of Producer that will access the InsureZone platform as defined in Section d) below.
- d) Employee Access - Only direct W-2 wage-earning employees, or exclusive 1099 employees of the Producer shall be allowed to utilize the services of InsureZone, including, but not limited to, the PIA Market Access website. In addition, Producer will not allow non-employee of Producer to contact InsureZone for any reason via phone email, or through the InsureZone web site. Producer will provide to InsureZone a copy of the Exclusive 1099 Agreement that Producer has in place with each sub-agent that is a 1099 Employee of Producer that has access to InsureZone.
- e) Brokering - This agreement expressly forbids Producer from Brokering the InsureZone services in any manner with a non-employee producer or non-exclusive 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 (E&O) Insurance Coverage. Producer's E&O policy is primary on all policies written by InsureZone on behalf of Producer. InsureZone forbids Producers from brokering business and policies through parties not covered by the Producer's E&O Insurance Coverage. A valid E&O policy must be on file with InsureZone at all times. It is the affirmative obligation of the Producer to keep their E&O policy up to date with InsureZone.
- g) Binding Authority - Producer has no power hereunder to bind insurance risks, but shall submit all applications for insurance Policies to InsureZone. No coverage shall be in effect on any such application



until accepted by InsureZone and Binder is delivered to Producer. InsureZone 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 InsureZone may so authorize Producer to write; and (2) Collect premiums from insureds or applicants for insurance submitted by Producer to InsureZone.
- i) **Documentation** - Producer shall promptly forward to InsureZone 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 InsureZone, its related entities or any of the contracted or partnering insurance carriers in the conduct of its business without the express written consent of InsureZone 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 (Best of Both Worlds service), InsureZone will provide proposals to the Producer based upon the information input by the Producer into the InsureZone website. Responsibility for the sale, servicing and commissions related to any insurance policy written as a result of information provided to InsureZone and used by producer to put the policy in place is covered under the Producer's direct carrier contract. InsureZone expressly disclaims any liability and Producer affirmatively accepts all liability related to any policies written under Producer's contract with carrier.

**3) Minimum Premium Sold Per Month:** Producer agrees to produce under InsureZone carrier producer codes, an average of at least \$5,000 in new written premium per month. The relationship between Producer and InsureZone will be reviewed at the end of the first year of the contract to determine if Producer and InsureZone are still a good fit and should continue to work together.

**4) First Month Fee**

Producer agrees to pay a First Month Fee of \$45 which covers the onboarding costs associated with running background, credit, NIPR reviews of your agency and your license, and your first month fees for the use of the Personal Lines and Commercial Lines rating platform. This is a non-refundable fee and will not be returned to Producer regardless of whether InsureZone decides not to appoint Producer and make them a Member.

**5) Rating Platform Fees** Producer agrees to pay the following fees for the use of the InsureZone Personal Lines and/or Commercial Lines Rating Platform. These fees will begin being charged thirty (30) days after your agency is trained and you receive your login and password to the InsureZone platform and your agency will be charged every month thereafter as long as your agency is active with InsureZone. It is mandatory that your agency create a user account for each user of the InsureZone platform.

a) **Personal Lines Rating** – InsureZone provides personal lines rating in conjunction with EZ Lynx. We have the ability to provide rates through EZ Lynx under InsureZone's contracts as well as your own. If you have a current EZ Lynx contract you can use the InsureZone platform to access your current EZ Lynx account, but you will continue to pay EZ Lynx directly at your current rate. The advantage of working with InsureZone is that you will be able to access additional carriers through our wholesale operation. Discounted rating fees are contingent upon an active membership with the PIA. In the event that Producer cancels their membership with the PIA, rating fees will revert to InsureZone's standard rating platform fees as shown below.

- i) **InsureZone Carrier Contracts Only** - \$45/month (\$50/month for Non-PIA Members). This includes quoting under InsureZone's carrier contracts for up to five users. It is mandatory that your agency create a user account for each user of the InsureZone platform. Additional Users are \$45 each (\$50/month for Non-PIA Members).
- ii) **Just Your Contracts** – If you have all the carrier contracts you need and want a personal lines rating tool, go to [www.InsureRater.com](http://www.InsureRater.com).



- iii) **Best of Both Worlds** - \$45/user/month (\$50/user/month for Non-PIA Members) to quote under your own carrier contracts. If you have your own carrier contracts with any of InsureZone's carriers or your own carriers that you want to access through the InsureZone platform, it is mandatory that you receive quotes for those carriers only under your own contract.
- b) **Commercial Lines Rating** – Commercial lines rating is provided by InsureZone using its own proprietary platform and integrations with carrier systems.
  - i) **InsureZone Carrier Contracts Only** - \$45/month (\$50/month for Non-PIA Members). This includes quoting under InsureZone's carrier contracts for up to five users. Additional Users are \$45/user (\$50/month for Non-PIA Members).
  - ii) **Just Your Contracts** – If you have all the carrier contracts you need and want a commercial lines rating tool, go to [www.InsureRater.com](http://www.InsureRater.com).
  - iii) **Best of Both Worlds** - \$45/user/month (\$50/user/month for Non-PIA Members) to quote under your own carrier contracts. If you have your own carrier contracts with any of InsureZone's carriers or your own carriers that you want to access through the InsureZone platform, it is mandatory that you receive quotes for those carriers only under your own contract.

**6) Premiums and Commissions**

- a) **Right of Offset** - InsureZone shall have the right to offset any amounts due Producer from InsureZone against amounts due InsureZone 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 InsureZone in writing.
- c) **Commissions** - Producer's commission under this Agreement is contingent upon an active PIA membership, and shall be calculated in accordance with the commission schedule below and shall be the sole compensation of Producer for services under this Agreement with the exception of any contingent commissions that may be earned by your agency. InsureZone reserves the right to change the amount and terms of the commission to be paid to Producer upon notification to Producer. In the event that Producer's membership with the PIA is cancelled, the commission rate paid to Producer will revert back to the standard InsureZone commission table.

Book Size	% of Gross Commission Paid to Your Agency	
	PIA Member	NOT a PIA Member
\$0-50k	67%	65%
50k-100k	69%	67%
100k-200k	71%	69%
200k-500k	74%	72%
>500k	77%	75%

- d) **Commission Payment** - Except as noted in the compensation schedule, the commissions due Producer shall be paid monthly based upon the schedule published on the PIA Market Access web site and based upon the domiciled state in which the agency resides.
- e) **Chargebacks** - All chargebacks of all or any portion of a commission or other income previously paid to InsureZone by a Carrier due to cancellation of insurance business, account difference, account adjustment, or any other reason, shall result in a debit by InsureZone against 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 InsureZone). These "charged-back" commissions shall be paid by Producer within fifteen days after a request for repayment is made by InsureZone. InsureZone



may set-off any such charge-back against future payments to be made by InsureZone 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.
- g) Valid Errors & Omissions (E&O) Policy - Having a valid Errors & Omissions policy on file with InsureZone is a requirement of the InsureZone program. Because Producer's E&O is the primary protection for InsureZone against E&O claims that arise from the actions of the Producer, InsureZone will not make commission payments to Producer unless a valid E&O policy is on file at the time commissions are due and payable to the Producer.
- h) Abandoned Policy Commissions - If for any reason, the policies produced under this contract are deemed to be Abandoned Policies as defined under Section 7 (f) Abandoned Policies, then Producer agrees to forfeit all right to any commissions formerly due to the Producer under this agreement for each Abandoned Policy.
- i) Inactive Agencies - If for any reason, Producer is no longer an active agency, no new business written in the last 12 months, then InsureZone will begin charging policy servicing fee of \$10/policy at the beginning of each year that the policy remains with InsureZone. Commissions paid to Producer will be net of any policy fees.

## 7) Expirations & Renewals

- a) Ownership of Expirations and Renewals - Producer and InsureZone 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 in Section 7 (f), "Abandoned Policies."
- b) Broker of Record - Producer acknowledges and agrees that for purposes of the business produced hereunder, InsureZone 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 InsureZone 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. In order for the transfer of any policies to take place, Producer shall be current with all monthly fees and will have a valid E&O policy on file with InsureZone.
- d) Policy Renewals - InsureZone shall endeavor to give Producer 90 days' notice of expiration of any policies of insurance, which Producer, from time to time, procures through InsureZone.
- 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.
- f) Abandoned Policies - Producer agrees that policies produced hereunder will become Abandoned Policies if any of the following occur and remain unresolved for a period of one year from the date of first occurrence:
  - i) Producer loses license in the domiciled state of any insured. Loss of license in one state will only impact policies written in that state.
  - ii) Producer E&O policy on file with InsureZone lapses.
  - iii) Commission check sent to Producer via U.S. mail is returned due to invalid address or ACH deposit is returned due to improper bank account and routing information.
  - iv) Email or phone based request sent to Producer for policy assistance, or claims information or updated Producer information is ignored or agency is unresponsive.

## 8) Change in Operations of Producer:

- a) Prior Notice - Producer shall give InsureZone 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 to Notify - Failure of Producer to give the required notices shall terminate the Agreement on the effective date of any of the above events.
- c) Consent Dependent - The consent by InsureZone 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 InsureZone may reasonably impose prior to its consent.
- d) Change in Membership Status with the PIA: Producer agrees to notify InsureZone of any changes to their status of membership with the PIA.

**9) Term and Termination:**

- a) Term of Contract - This is a perpetual contract but can be terminated by Producer with written notice to InsureZone and with ninety (90) days advance notice (Notice Period). Monthly fees will continue to be due and payable by Producer during the ninety (90) day Notice Period.
- b) Termination by InsureZone - InsureZone reserves the right to terminate the contract by giving ninety (90) days written notice of termination to the Producer.
- c) Fraud or Breach - In the event of fraud or breach of any of the conditions or provisions of this Agreement on the part of Producer, this Agreement may be terminated by InsureZone 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 InsureZone 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 InsureZone.
- d) 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.
- e) Survival of Indemnification - The obligations of Producer under Section 12 to indemnify and hold InsureZone harmless on any claim arising from failure of the Producer to comply with the terms of this Agreement shall survive termination of this Agreement.
- f) Maintenance Fee - If policies have not been transferred within two (2) years of termination, Producer agrees to pay \$45/month (\$50/month for Non-PIA Members) as long as policies written by Producer remain active under InsureZone's carrier contracts. These fees will be deducted from commissions earned.

**10) Administrative Provisions:**

- a) Right to Recover Costs - In the event InsureZone shall have to institute any legal action to enforce the obligations assumed by Producer under this agreement, or must defend any lawsuit brought against InsureZone because of its having entered into this Agreement, including any E&O claims filed, InsureZone is entitled to recover from Producer all costs, expenses, judgements and attorney's fees incurred by InsureZone 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 InsureZone at its corporate office in Fort Worth, Tarrant County, Texas, all sums of money which may become payable to InsureZone under this Agreement.
- c) Waiver of Jury Trial - To the Maximum extent permitted by law, Producer and InsureZone each, after consultation with counsel, knowingly waives any right to trial by jury in any litigation or to have a jury participate in resolving any dispute arising out of or with respect to this agreement or any other instrument, document, or agreement executed or delivered in connection herewith or the transactions related hereto.
- d) Notification for Claims - Producer shall immediately report to insurance carrier all claims involving policies issued by InsureZone hereunder with appropriate notification to InsureZone as well. Any available documentation shall be emailed or faxed to the carrier immediately.
- e) 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 InsureZone.
- f) Producer Expenses - InsureZone shall not be responsible for any expenses incurred by Producer for whatever reason without InsureZone's prior written approval.





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- g) Policy Forms - Any policy forms or other InsureZone supplies furnished to Producer by InsureZone shall always remain the property of InsureZone and all property of InsureZone shall be returned to it or its representative promptly upon demand or upon termination.
- h) Complete Records - Producer shall keep true and complete records and accounts of all transactions with policyholders and with InsureZone. Such records shall be open at all times to the inspection of duly authorized representative of InsureZone.
- i) No Advertising Authority - Producer shall not insert any advertisements concerning InsureZone, its related entities or any contracted or partnering insurance carrier in any publications or issue any circular or paper referring to InsureZone, its related entities or any contracted or partnering insurance carrier without the written consent of InsureZone. 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 InsureZone or as required by law.
- j) Independent Contractor - Producer shall be deemed an independent contractor providing services to InsureZone, and shall be responsible for its own employees, benefits, taxes and other expenses and matters affecting its insurance. Coverage for the business must be written by an insurance carrier with an AM Best rating of A or better.
- k) Right of Cancellation - InsureZone 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 InsureZone the earned premium thereon, less Producer's earned commission for any such Policy.
- l) 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 InsureZone, in the conduct of business under this Agreement and shall not expose InsureZone to any claim, litigation, administrative proceeding, fine or penalty, in whole or in part, from any failure to so comply.
- m) 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 with an AM Best rating of A or better. Producer agrees to annually provide InsureZone 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.
- n) 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 InsureZone for Producer and to any outstanding debt on policies which were placed by InsureZone 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.
- o) Right to Audit - Producer agrees to permit InsureZone and each of its carriers to conduct, without prior notice, audits of Producer's documents relating solely to insurance placed through InsureZone, in order to validate accurate completion and retention of documents and underwriting reports.
- p) 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 InsureZone or the carrier. Producer acknowledges that InsureZone 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 an insurance quote or to issue any policy of insurance.
- q) Documentation - Producer shall gather documentation necessary for submitted applications.
- r) Non-Exclusive Relationship - Producer's acceptance by InsureZone is non-exclusive. InsureZone shall be entitled to enter into an agreement similar to this with any other broker or agent of its choosing.
- s) Regulatory Actions - Producer agrees to notify InsureZone within three (3) working days from the date of receipt of all complaints from insureds and/or the Department of Insurance or any other state or federal regulatory agency and to immediately forward to InsureZone all notices of complaints, orders, suits or suit papers that may involve InsureZone.
- t) 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 InsureZone 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 10 (n) Right to Audit and Section 10 (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.

- u) Premium Finance - InsureZone does not allow any unapproved third party premium financing on direct bill policies.
- v) 1099 Report Sent Electronically - Producer affirmatively acknowledges that InsureZone will send Producer's year-end 1099 Report via email to the email address on file for Producer. These 1099 reports are also available via the Reports Dashboard by January 30<sup>th</sup> for the previous year. Producer will NOT receive a 1099 Report via U.S. Mail.

**11) 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 InsureZone, 2) when faxed to the active fax number on file with InsureZone, or 3) when deposited in the United States Mail with prepaid postage and addressed as indicated in this paragraph.

If to InsureZone:

550 Bailey Avenue  
Suite 150  
Fort Worth, Texas 76107  
Email Address: [membership@InsureZone.com](mailto:membership@InsureZone.com)  
Fax Number: (817) 885-7987

**12) Indemnification:**

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

**13) 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 InsureZone. 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 InsureZone 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 InsureZone (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) Headings - The headings of the paragraphs in the Agreement are a convenience only, and shall not affect its interpretation.
- f) Binding Upon Successors - This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, representatives, successors and assigns.
- g) Counterparts - 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) Obligation to Take Certain Actions - 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) Common Usage - 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) Insurance Industry Norms - 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.
- m) "I consent to receive all future tax statements from InsureZone electronically. (If the recipient does not consent to receive the statement electronically a paper copy will be provided.)"

**14) Spam Policy** – for Producers that use InsureZone’s email services

- a) Transmission of Spam - InsureZone does not tolerate the transmission of spam. For those Producer that use InsureZone’s email services, the company monitors all email 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. Producer suspected of using InsureZone products and services for the purpose of sending spam will be investigated. Once InsureZone 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) Definition of Spam - InsureZone defines spam as the sending of Unsolicited Commercial Email (UCE) or Unsolicited Bulk Email (UBE), which is emailed to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent from the recipient.
- c) No Spamming Allowed – For those Producers using InsureZone’s email services, InsureZone 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. It is advisable to send commercial advertising or bulk emails only to recipients who have already "opted-in" to specifically receive messages from the sender. If your agency does send Unsolicited Emails, the email 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.

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**PRODUCER**  
Owner/Agency Principal:

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

John F Pergande, CEO

Date: \_\_\_\_\_

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