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PRODUCER AGREEMENT

This Producer Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between Acrisure, LLC, a Michigan limited liability company dba DGA Insurance Services, having its principal place of business at 100 Ottawa Avenue SW, Grand Rapids, Michigan 49503, on its behalf and on behalf of its affiliates (“Managing General Agent” or “DGA”) and Producer as identified below (“Producer”). Producer and DGA may be referred to in this Agreement as the “Parties” or separately as a “Party.” In consideration of mutual covenants and agreements contained herein, the Parties agree as follows:

1. Underlying Authority. Producer shall market and promote insurance product(s) in accordance with the terms and conditions of this Agreement. Producer understands and agrees that the receipt of a proposal or Master Application is not a binding proposal and that final rates are contingent on final enrollment. Producer further understands any proposal obtained from DGA is subject to the accuracy and correctness of information submitted and if any information is either inaccurate or incorrect, any proposal received is not binding and may be subject to adjustment or rejection.

2. Premiums Collection. Producer is responsible to DGA for all premiums, gross of all fees, costs, and commissions, for all new policies written under the terms of this Agreement. Producer must collect an initial thirty percent (30%) deposit of premiums, with exception of Excess and Surplus Lines. For Excess and Surplus lines only, Producer agrees to collect the full amount of premiums due, less commissions. All premiums received by the Producer shall be held in a fiduciary capacity as trustee for DGA. Producer shall promptly send Premiums to the Carrier within thirty (30) days from the policy’s effective date, or return the premium to the customer or prospective customer, without depositing such funds or otherwise combining with Producer’s own funds.

3. Licenses. Producer represents and warrants that it has any and all appropriate and applicable certificates, registrations and/or licenses as required by federal, state or local laws, in order for Producer and its employees or agents to perform the services under this Agreement. Producer shall provide DGA with copies of all such documentation upon DGA or carrier’s request.

4. Products. As between DGA and Producer, DGA shall have final approval on all enrollment criteria, underwriting requirements, subscription charges, participation agreements, member enrollment applications and contracts for Products. This section shall not be interpreted to limit or restrict Producer’s ability to create any other marketing materials, in print or electronic form, following the brand guidelines as provided by DGA and subject to DGA’s review and prior written approval.

5. Claims. Producer shall give DGA or carrier timely notice of any claim or loss with respect to products written under this agreement, and shall cooperate fully with DGA or carrier to, on a timely basis, facilitate the investigation, adjustment, settlement, and payment of each and all claims and losses, and collect deductibles due, salvage, and subrogation.

6. Producer Commission. DGA will facilitate the payment of a commission by carrier for the services provided hereunder in accordance with the commission as agreed upon by the parties. If carrier, for any reason, refunds any subscription charges for which Producer would otherwise be entitled to a commission payment under this Agreement, Producer shall lose all right to commission payments on said subscription charges, and carrier or designee of the plan shall withhold from future payments any amounts previously received by Producer as commission on said subscription charges.

7. Prohibited Actions. Producer represents and warrants that it shall not:
- a. make any representations with respect to products except as may be explicitly set forth in materials prepared and provided to Producer by DGA;
 - b. make any oral or written amendments, alterations, modifications or waivers of any of the terms or conditions applicable to any products;
 - c. bind or attempt to bind DGA or a carrier in any way;
 - d. Appoint any retail agent or sub-producer without reasonable assurance that such retail-agent or sub-producer is lawfully licensed to transact the insurance business for which retail agent or sub-producer is being appointed;
 - e. Collect any payment from a reinsurer or commit DGA or carrier to any claim settlement with a reinsurer, without prior approval of the DGA or carrier.
 - f. Permit any of the sub-producers to serve on the carrier’s Board of Directors;

- g. Jointly employ any individual who is employed by DGA or carrier; or
- h. Without approval of DGA or carrier, pay or commit the carrier to pay, any claims.

8. Records Maintenance. Producer shall maintain such books and records in accordance with applicable record retention requirements. Producer shall submit such information to DGA as may be required by DGA and as may be necessary for compliance with the applicable provisions of state and federal laws and regulations promulgated thereunder. Such books and records shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained for a term required by applicable law, and such obligations shall not terminate upon termination of this Agreement. DGA or its designated representatives have the right to request, inspect, and/or audit the Producer's records relating to this Agreement, including, but not limited to, records relating to any Product written under this Agreement.

9. Confidentiality. The Parties agree to keep confidential such information as may be imparted by each other, or which may be developed, in whole or in part, by each Party in performance of their respective duties under this Agreement. The Parties further agree that all documents, including written materials and electronic files related to the business of each other shall be and remain the exclusive property of each Party respectively, whether or not prepared by that Party.

10. Independent Contractors. Producer and DGA are independent contractors. Nothing in this Agreement shall be construed or be deemed to create a relationship of joint venture or of employer and employee between Producer and DGA. Neither party shall have the authority to bind the other in any respect or to use the name of the other without the express written authority of the other. Producer shall have no authority to accept any risk, bind any insurance, modify the terms and conditions or any policy, or extend the time of payment on any coverage on behalf of Agency or any carrier. Nothing contained herein shall be construed to create the relationship of employer and employee between J.C. Taylor and Producer.

11. Indemnification. In carrying out the terms of this Agreement, Producer is responsible for the acts and omissions of any employee, subcontractor, agent, representative, or other person or entity within Producer's control ("Indemnifying Party"). Producer shall indemnify and hold DGA and Carrier and their respective principals, officers, directors, employees, owners, agents, and representatives ("Indemnified Parties") harmless from and against any liability, damages, or costs, including, without limitation, reasonable attorneys' fees and court costs, incurred as a result of any act or omission of Producer or any other Indemnifying Party, except to the extent any such liability results from the gross negligence or intentional misconduct of the Indemnifying Party.

12. Insurance. Producer shall maintain at its own cost and expense in full force and effect errors and omissions insurance identifying DGA as an additional insured with minimum coverage limits of \$1,000,000 issued by a carrier with at least a B+ or higher rating. Producer shall provide DGA with evidence of such coverage on an annual basis. Upon request by DGA and contemporaneous with the execution of this Agreement, Producer shall also furnish DGA with evidence of Producers' Errors & Omissions insurance and copies of any other certificates of coverage.

13. Term. This Agreement shall be effective as of the date first written above and shall continue in full force and effect for a period of one (1) year ("Initial Term"), after which this Agreement shall be renewed for subsequent one (1) year terms unless the Agreement is terminated. Producer will not be entitled to any payment, if applicable, under this Agreement upon and after the termination of this Agreement. Notwithstanding any other provision of the Agreement, this Agreement may be terminated as follows:

- a. The Parties may terminate this Agreement at any time by mutual written consent.
- b. Either Party may terminate the Agreement at the conclusion of the Initial Term or any subsequent term with at least sixty (60) days advance written notice to the other Party of its intent to not renew the Agreement;
- c. DGA may immediately terminate this Agreement upon: the suspension, termination or expiration of any license required of Producer to perform its functions under this Agreement; failure of Producer to obtain any such license; Producer's failures to remit premiums, or any Breach of any term of this Agreement.

14. Expirations. The ownership, use and control of expirations, including those on direct billed business, the records thereof, and the any work product, shall remain in the undisputed possession and ownership of the DGA, and the Producer shall not use its records of those expirations or work product in any marketing method for the sale, service or renewal of any form of insurance coverage, or other product/service which abridges the DGA's right of exclusive ownership, use and control of the expirations or work product, nor shall the Producer refer or communicate this expiration information or work product to any other party.

15. Expenses. Each Party shall be solely responsible for all expenses incurred by such Party in the performance of this Agreement, unless otherwise mutually agreed in writing.

16. Entire Agreement. This Agreement, including its Schedules, constitutes the entire agreement of the Parties. No promises, terms, conditions or obligations other than those contained herein shall be valid or binding. Any prior agreements, statements, or promises, either oral or written, made by any Party or agent of any Party that are not contained in the Agreement are of no force or effect and shall not be enforceable by either Party.

17. Miscellaneous. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan, without giving effect to conflict of law principles. DGA may amend the terms of this Agreement or any Schedule upon providing Producer ten (10) days' written notice. Any notice required or permitted to be sent under this Agreement shall be delivered or mailed to the address of the Parties set forth above. This Agreement may not be assigned by either party without the prior written consent of the other. Each party acknowledges and agrees that all such information disclosed to the other or obtained by the other shall remain the property of the disclosing party. The failure of either party to insist on strict compliance with any term, provision or condition of this Agreement shall not be construed as a waiver thereof. If any provision of this Agreement should be void, invalid or unenforceable for any reason, the remainder of the Agreement shall not be affected thereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Producer Agreement to be executed as of the Effective Date.

PRODUCER:

Company Name:

By: _____
Name:
Title:

Name: individually

AGENCY:

Acrisure, LLC, DBA DGA Insurance Services

By: _____
Name: Michael P. Demetriou
Title: President