

PRODUCER AGREEMENT

This Agreement entered into this ____ day of _____, 201__, by and between
(agency) _____, at
(address) _____,
(hereinafter, "Producer") and **Atlas Professional Risk Management Insurance Services**, at
1621 Barry Ave. #104, Los Angeles, CA 90025 (hereinafter, "ATLAS").

Definitions:

Producer means the agency office.

Broker means the individual licensed person and who is handling a particular client account.

1. APPOINTMENT

1.1 Producer wishes to have one or more of their brokers place business through ATLAS for acceptance by admitted carriers and/or non-admitted carriers in connection with programs administered by ATLAS, in accordance with applicable laws and regulations; and

1.2 ATLAS is willing to offer its facilities to the Producer and their brokers for placement of such insurance, all the foregoing in accordance with the laws and regulations pertaining thereto.

1.3 In consideration of the mutual covenants and agreements hereinafter expressed, the parties hereto, intending to be legally bound, agree as follows:

1.3.1. Producer warrants that it holds a license issued by the state of its domicile and all other licenses required to do business hereunder and intends to place business through ATLAS for acceptance by admitted carriers and/or non-admitted carriers in compliance with the laws and regulations pertaining thereto regarding the placement of business with admitted and/or non- admitted carriers.

1.3.2. Producer further warrants that any business which it shall submit to ATLAS involving persons or property situated in a state other than that of its domicile will, if accepted, hold a license required to do business in that state, or one of their Brokers holds a license in that state; be effected in accordance with the surplus lines laws, insurance laws and/or similar applicable laws of that state and Producer will indemnify ATLAS for any tax liability and loss arising as a result of ATLAS's accepting any application submitted by Producer.

2. Commission & Payments

2.1 Producer shall be entitled to receive a commission on such business at a rate which shall be mutually agreed upon by the parties at the time of placement of each individual business and as shown on that particular quote issued. Producer's commission shall be retained upon premium remittance to ATLAS. The Producer agrees and understands that commissions are not fully earned until the policy term of each individual business has expired, and must be forfeited in the event of a cancellation for any reason, based on the appropriate rate of calculation as set forth by ATLAS and the companies represented by ATLAS.

2.2 Producer shall not have authority to appoint other agents or sub-agents for purposes of this Agreement and shall not do so, unless granted permission by ATLAS in writing. Producer shall have no authority to make and shall not make any agency agreements on behalf of ATLAS, nor shall Producer make any agreements rendering or purporting to make ATLAS liable for the payment and/or repayment of expenses, commissions, or any other sums.

2.3 It is further agreed by and between the parties that payment of premiums shall be made by Producer, or their client, to ATLAS not later than 10 days (or earlier if stated on quote) after the effective date of coverage, unless otherwise agreed to in writing. Failure to pay premiums as scheduled may result in cancellation of the subject policy. All premium collected from client which are to be paid to ATLAS shall be held by Producer in a fiduciary capacity in accordance with applicable law and should not be commingled with Producer's other funds.

2.4 Any payment to Producer under this Agreement shall be paid only to the extent permissible under applicable laws, rules and regulations. Producer shall have no right to such payment and ATLAS shall have no duty to make such payments in excess of those legally permissible.

2.5 Producer assumes full responsibility for the payment of all premiums on binder, policies, certificates or cover notes issued at the request of the Producer or their broker.

2.6 ATLAS may establish or change at any time procedures for paying premium due on insurance issued through ATLAS, including, without limitation, electronic funds transfers or installment payments of premium.

2.7 Any separate bill provided by ATLAS for any insurance shall supersede any itemization provided to the Producer that includes, without limitation, the quote, and the separately invoiced payment due and date due.

2.8 ATLAS may, at its option, offset Producer's proportional share of any return premiums from any payments due Producer under this Agreement.

2.9 Notwithstanding any provision in this Agreement to the contrary, no compensation shall be payable to Producer subsequent to the termination of this agreement if Producer commits any act of fraud, malfeasance or non-feasance in the performance of its duties hereunder.

2.10 Producer hereby guarantees the payment to ATLAS of all earned premiums on policies or binders bound or written hereunder, whether or not they are collected by Producer and whether or not they are financed.

2.11 Any credit extended to the client or others shall be at the sole risk of the Producer and Producer guarantees that premiums shall be paid to ATLAS by Producer when due.

2.12 If a policy or policies premium has been financed by a client, the Producer, on its, her, or his own behalf and on behalf of the client, agrees that the premium financed shall be payable and immediately remitted directly to ATLAS within the time allotted as shown on their quote regardless of the time frame their finance company funds.

3. Certificates, Endorsements & Cancellation of Policy/ies

3.1 Insurance issued to client under any program administered by ATLAS shall not be subject to flat cancellation after the inception date of coverage, unless shown on the original

quote issued.

3.2 Producer has no authority to, and shall not:

3.2.1 Amend any coverage or provisions under any policy obtained through ATLAS;

3.2.2 Release premium indications from any "Price Indicators" without prior written approval by ATLAS;

3.2.3 Issue Additional Insured Endorsements on behalf of any insurer that issued a policy through ATLAS;

3.2.4 Refer to a certificate holder as, or advise any person or entity that he or it is, an Additional Insured unless an additional insured endorsement has been issued by ATLAS and is attached to any such certificate. Producer may issue evidence of insurance once the additional insured certificate has been received from ATLAS;

3.2.5 Submit an application for insurance for a client that Producer does not represent.

3.3 Whenever a policy or binder is issued by ATLAS, premiums shall be deemed to be earned, unless it is returned with evidence satisfactory to ATLAS that such policy or binder did not result in a valid and effective policy or contract between the client and the insurer, and the particular policy or policies did not have a minimum earned premium due upon binding.

4. Claims Reporting

4.1. Producer agrees to report immediately to ATLAS, or the designated claim administrator, any fact, occurrence or incident that may result in a loss or claim, together with full details thereof. Producer shall forward all documents and cooperate fully with ATLAS, or the designated claim administrator, in the investigation and adjustment of any claim, if requested. If reported directly to a claim administrator (not ATLAS) then a copy of such report will be forwarded to ATLAS for the clients records.

5. Record Keeping & Licensing

5.1. Producer agrees to keep complete records and accounts of all transactions and to permit ATLAS to inspect all records pertaining to business transacted under this Agreement.

5.2. Producer agrees to maintain Errors and Omissions Coverage of at least \$1,000,000 per claim for itself and those for whom it is responsible.

5.3 Producer agrees to maintain a valid license in each state business is written and a copy supplied to ATLAS upon request.

5.4. Producer shall not advertise in any way the name of ATLAS without the prior written consent of ATLAS.

6. Confidentiality

Producer acknowledges that ATLAS has and will have valuable confidential information (as defined below):

6.1 Producer may, as a result of this Agreement, have access to, or might otherwise become acquainted with such confidential information.

6.2 Producer shall not, directly or indirectly, give, sell, transfer or in any way communicate or divulge to any person or entity, or use for Producer's own benefit or the benefit of any other person or entity (except ATLAS) any confidential information without the express prior written consent of ATLAS.

6.3 The term "confidential information" means any and all information relating to ATLAS not known by, or available in ordinary circumstances to, the public generally including, without limitation, the following:

6.3.1 Passwords, ATLAS Marketing techniques and materials, the terms of ATLAS business relationships with insurers, any lists of clients, prospective clients, referral sources and producers maintained by ATLAS, the terms of business relationships between ATLAS and producers, premium charges and other terms and conditions for insurance coverage provided through ATLAS, ATLAS underwriting practices.

7. Agreement Conditions

7.1. It is understood that Producer is an independent contractor and this Agreement does not permit the Producer to bind ATLAS or any company or underwriter represented by ATLAS. Producer is not hereby the agent of ATLAS or any company or underwriter represented by ATLAS.

7.2. In the event of termination of this Agreement, so long as the Producer has promptly accounted for and paid all premiums for which it, or their client may be liable and is in compliance with all of the terms and obligations under this agreement, ownership of the expirations of the policies written pursuant to this agreement are owned by the Producer, and use and control of the expirations shall remain the property of the Producer and be left in its undisputed possession and ATLAS agrees not to interfere with the Producer's ownership of such expirations, otherwise use of the records and control of the expirations shall be vested exclusively in ATLAS.

7.3. This Agreement shall become effective when accepted by ATLAS and supersedes all previous agreements, whether oral or written. This Agreement may be terminated by either party at any time upon the giving of written notice of termination, but such termination shall not alter in any way the continued application of this Agreement to policies in effect as of the date of such termination and Producer shall complete the collections of premiums and continue to provide claims support and service on all policies in effect at termination.

7.4. This Agreement constitutes the entire and exclusive understanding between the parties with respect to its' subject matter and is to be construed in accordance with and governed by the laws of the State of Delaware.

7.5. This Agreement may not be assigned by Producer without the written consent of ATLAS.

7.6. This Agreement shall be binding upon and adhere to the benefit of the parties hereto, their respective heirs, successors and assignees.

7.7. All notices under this Agreement shall be delivered personally, or by pre-paid certified or registered mail, addressed to the address set forth on the first page of this Agreement.

7.8. No failure of either party to insist on strict compliance with this Agreement, or to exercise any right under it shall be a waiver of such right.

7.9. This Agreement may be amended, but then only in a written addendum to this Agreement

executed by the parties.

7.10. All exhibits and schedules hereto shall be deemed a part hereof.

7.121. This Agreement may be executed in counterparts.

8. Indemnity

8.1. Each party shall defend and indemnify the other against liability arising out of or in connection with this Agreement, including cost of defense and settlements, imposed on the party being so defended and indemnified for damages sustained and caused by negligent acts or omissions or willful misconduct of the other party, provided the party being so defended and indemnified has not caused or contributed to such liability by his own negligent acts or omissions or willful misconduct. The party being so defended and indemnified agrees, as a condition to such indemnification, to notify the other party of any claim or suit against him and, subject to the prior written consent of the party being so defended and indemnified, to allow the indemnifying and defending party to make such investigation, settlement or defense thereof as the indemnifying and defending party deems prudent.

8.2 Notwithstanding any provisions herein to the contrary, ATLAS, at its option, may effect the recovery of damages under this Section by offsetting such amounts against payments of amounts otherwise owing by it to Producer hereunder. Election of this remedy shall not be construed as exclusive, and shall not bar ATLAS from seeking any and all other remedies available at law or equity.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year set forth above.

PRODUCER:

BY (signature of authorized person):

TITLE:

FEIN OR SSN:

PRODUCER'S LICENSE NUMBER:
