

Producer Agreement

This **Producer Agreement** made and entered into as of the Effective Date by and between:

1. Preferred Concepts, LLC, Preferred Concepts, Inc., IRF Administrators, LLC, PCI Enterprises, Inc., all New York Corporations having offices at 14 Wall Street, New York, New York 10005, hereinafter referred to as “PCI Group”, which shall also refer to any business unit or entity that may be affiliated through common ownership and/or management by PCI Group;

And,

2. The entity identified on the signature page of this Agreement, hereinafter referred to as “Producer”.

Section 1. Definitions. Where used in this Agreement, the following terms shall have the following meanings:

- (a) “Electronic Signature” shall have the definition set forth in Section 302 of the New York State Technology law, as from time to time amended.
- (b) “Effective Date” shall have the meaning set forth in Section 11(b) of this Agreement.
- (c) “Material Changes” shall mean changes in operations or exposure of the insured that affect the exposure to loss, or alter the rating base data utilized to calculate premium, including but not limited to the premium of the primary underlying policies.
- (d) “Producer Business” shall mean insurance business produced or submitted by Producer for the Programs or for PCI Group’s Wholesale Brokerage Business.
- (e) “Producer Commissions” shall have the meaning set forth in Section 4 of this Agreement.
- (f) “Producer Registration Application” shall mean the Producer Registration Application submitted by or on behalf of Producer to PCI Group over PCI Group’s Website. The Producer Registration Application is incorporated into this Agreement by this reference.
- (g) “Programs” shall mean the insurance programs, including the Purchasing Groups, developed and established by PCI Group.
- (h) “Purchasing Groups” shall mean the risk purchasing groups organized by PCI Group pursuant to the federal Liability Risk Retention Amendments of 1986, 15 U.S.C. § 3901 et. seq.. The Purchasing Group entities may, but shall not be required to be, the master policyholders for business placed hereunder, and policies may, in the insurance carrier(s)’ or PCI Group’s discretion, be issued on an individual policy basis to members of the Purchasing Groups.

(i) “Website” shall mean the proprietary interactive internet website owned and operated by PCI Group at <http://www.preferredconcepts.com> and at <http://www.ezumbrella.com>, or such other website that PCI Group designates in its sole discretion.

(j) “Wholesale Brokerage Business” shall mean the wholesale insurance brokerage business of PCI Group’s Preferred Brokerage division.

Section 2. Producer’s Obligations and Responsibilities.

During the term of this Agreement the Producer shall:

(a) Submit insurance business to PCI Group for quotation purposes. Producer shall provide complete, truthful, and accurate information concerning each proposed insured, including full details concerning each proposed insured’s business, operations and claims history.

(b) Promptly disclose to PCI Group any Material Changes to the insured’s business, operations and claims history known to Producer. The Producer’s duty to disclose changes in the insured’s business, operations and claims history shall be ongoing from the date of first submission to PCI Group, through the entire period that any coverage is in effect.

(c) Vigorously pursue each insured’s compliance with loss control and risk management recommendations.

(d) Report any notice of any claim, or any incident that is likely to lead to a claim, under any insurance policy placed by PCI Group to PCI Group and/or the insurance carrier(s), as directed in the insured’s policy. The Producer shall cooperate with PCI Group, the insurance carrier(s), adjusting firms and attorneys in the investigation, adjustment, settlement or payment of any claim, or any response thereto.

(e) Pay to PCI Group or its designee, by the due date specified, all premiums and deposits for policies and endorsements as billed by PCI Group, or the Purchasing Group’s administrator, irrespective of whether Producer has collected such amounts.

Section 3. PCI Group’s Representations, Warranties, Obligations and Responsibilities.

(a) The PCI Group represents and warrants to Producer that it is authorized to enter into this Agreement and become bound by the terms hereof.

(b) During the term of this Agreement, PCI Group shall:

(i) Prepare proposals for submission to insurance carriers as requested by the Producer. Producer acknowledges that PCI Group will not be responsible for the accuracy, quality or completeness of any information provided by Producer when submitting a request for a quote, and PCI Group will rely solely on information provided by Producer in quoting or declining to issue a quote;

(ii) Prepare or obtain binders of coverage upon receipt of a firm order to bind coverage from Producer. Such order to bind coverage must be in writing to PCI Group.

With respect to products that are Website based, orders by Producer must be submitted solely in accordance with the instructions that appear on the relevant pages of the Website. Unless otherwise expressly agreed to by PCI Group in writing, all binders issued by PCI Group shall be subject to and governed by the quotation or proposal for coverage given by PCI Group in response to the Producer's submission;

(iii) With respect to Programs, cooperate with the Program insurance carrier(s) to facilitate issuance of policies, endorsements, audits and loss control recommendations, and coordinate the Program insurance carrier(s)' requests for information from the Producer and the Producer's responses to such requests;

(iv) Transmit claim reports and related documents received from the Producer; and

(v) Remit to the applicable insurance carrier(s) the full amount of net premiums received from the Producer.

(c) It is specifically understood and agreed that notwithstanding anything to the contrary herein set forth, this Agreement shall not be interpreted or construed to compel PCI Group to accept or place all or any of the Producer Business. PCI Group may, in its sole discretion, reject any or all of the Producer Business.

(d) During the term of this Agreement, and for a period corresponding to any applicable statute of limitations after the termination of this Agreement, PCI Group shall at all times maintain all necessary insurance licenses, including without limitation all individual, corporate or agency licenses, and all surplus lines licenses in all jurisdictions where PCI Group conducts any insurance business with the Producer under this Agreement.

(e) During the term of this Agreement, and for a period corresponding to any applicable statute of limitations after termination of this Agreement, PCI Group covenants and agrees that it shall maintain errors and omissions insurance for itself, its officers, employees, and agents with limits of not less than one million dollars (\$1,000,000) per claim or occurrence and not less than one million dollars (\$1,000,000) annually in the aggregate with a duly licensed carrier rated A- or higher. PCI Group shall furnish the Producer with a copy of the policy declaration page and/or Certificate of Insurance upon request. Such insurance shall be excess over all other insurance issued to Producer, irrespective of whether such insurance is collectible.

Section 4. Commissions and Premiums.

(a) Where applicable, the Producer shall retain a portion of the commission on the Producer Business (herein the "Producer Commissions") in accordance with then applicable scale of commissions, or as mutually agreed.

(b) The Producer shall be and shall remain liable to PCI Group for the payment of the net premium on the Producer Business by the date specified on PCI Group's invoice, irrespective of whether such premium has been collected by the Producer. The Producer hereby agrees that any extension of credit by the Producer to any of its clients or customers is solely at its own risk, and the Producer shall pay to the PCI Group all sums due to PCI Group when due, whether or not the Producer has collected such amounts from its clients, customers or others who owe funds to the

Producer. Furthermore, the Producer recognizes that in agreeing to pay such amounts to PCI Group, it does so unconditionally as an original undertaking on its own part, and not as a guarantor or surety of another person's obligation.

(c) The following provision shall apply to all Programs:

(i) The Producer acknowledges and agrees that the Producer Business is not subject to flat cancellation by the Producer. Any cancellation by Producer, other than cancellation for non-payment of premium by the insured will be canceled on a short rate basis unless otherwise specified. Any reduction in rating base exposure in excess of 50% shall be treated as a short-rate refund; and

(ii) The Producer shall refund Producer Commission to PCI Group on a proportionate basis on all Producer Business that is canceled and/or for which the premiums are reduced after inception date. Such refund shall be due within thirty (30) days after the Producer is given notice of such cancellation or reduction. If coverage is bound by the PCI Group, all additional fees charged for the entire policy term shall be fully earned upon binding. Producer hereby acknowledges that PCI Group, or the Insurers, is under no duty to reinstate a policy if the policy is cancelled.

(d) Nothing contained in this Agreement shall be construed to limit or restrict the right of PCI Group, any insured party where it is authorized to do so under any applicable policy, or any insurance carrier to cancel, terminate, rescind or alter any binder, cover note, policy or contract of insurance, including without limitation the right of any insurance carrier, in its sole discretion, to cancel, terminate or rescind any policy placed under this Agreement for underwriting reasons in accordance with applicable law and regulations. If a policy is cancelled, terminated or rescinded, the Producer shall not be entitled to any future commissions with respect to such policy, and the Producer shall promptly remit to PCI Group any and all "return" or unearned commissions (calculated at the same rate or on the same basis upon which commissions were paid to the Producer with respect to the original binder, cover note, policy or contract of insurance). The Producer shall not be entitled to any commissions for a policy that is the subject of a "flat cancellation." If any binder, cover note, policy or contract of insurance is cancelled, terminated or rescinded, the Producer shall also be liable to the PCI Group for any earned premium and taxes thereon, whether or not such earned premium and taxes have been collected from the Producer's client or customer.

(e) Anything herein to the contrary notwithstanding, in the event the premium under any of the Producer Business cannot be fully determined at the inception of coverage, or is subject to adjustment after a specific time period, by audit or otherwise, the amount of such additional premium due shall be paid by the Producer to PCI Group within thirty (30) days after such additional amount shall have been determined and billed. If any such interim or final premium developed by audit cannot be collected by Producer after diligent efforts, PCI Group may undertake direct collection. Producer shall not be responsible for collection and payment of such premium, provided:

(i) Producer returns the invoice to PCI Group with written notification that the invoice is being returned for direct collection;

(ii) PCI Group is permitted, under its agreement with the relevant carrier, to turn the premium back to the carrier for direct collection; and

(iii) Producer's notification to PCI Group is made immediately upon Producer's determination of uncollectibility, but no later than thirty (30) days after the invoice date for such additional premium.

Producer shall not be entitled to any commission on premium collected by PCI Group pursuant to this sub-paragraph.

(f) In the event a financed premium is canceled and the premium is refunded to the applicable premium finance company, the Producer shall immediately refund any Producer Commission to PCI Group on a proportionate basis.

(g) Each party shall maintain the premiums it receives in a fiduciary capacity in accordance with applicable law.

(h) If, after the expiration of sixty (60) days from the date liability was assumed by the insurance carrier, PCI Group has not received payment due for the applicable coverage, PCI Group may, at its option, collect from the Insured the premium due. In the event PCI Group collects the premium or any part thereof from the Insured, Producer shall not be entitled to any commission on the premium so collected. Attempts by PCI Group to collect from the Insured shall not relieve Producer of liability to PCI Group, except to the extent of amounts actually collected by PCI Group from the Insured, less the expense of such collection.

(i) In the event PCI Group is required to commence proceedings to enforce its right to payment under this Agreement, Producer agrees to pay all costs incident thereto, including reasonable attorneys' fees and expenses incurred by reason of such collection action.

(j) PCI Group reserves the right to offset or apply commission against any indebtedness of the Producer to PCI Group. This right shall also apply against any liability incurred by PCI Group by reason of negligence or unauthorized acts committed by the Producer.

Section 5. Binding/Settlement Authority.

(a) In no event, nor under any circumstances whatsoever shall this Agreement be interpreted or construed to permit the Producer to bind PCI Group or any Program or other insurance carrier(s). All binding authority shall vest and remain in PCI Group and/or the relevant insurance carrier(s).

(b) All insurance applications must be received by PCI Group prior to the proposed effective date of coverage, and it shall be a condition to coverage that any and all documents or other information required by PCI Group must be attached to the application. Such applications may be submitted by way of the Website if PCI Group so specifies on the Website.

(c) Nothing herein shall be construed as giving the Producer authority or permitting Producer to adjust, settle, compromise or pay any claim.

Section 6. Relationship of the Parties.

The relationship of the parties shall be that of independent contractors and nothing herein shall create the relationship of principal and agent, or the relationship of employer and employee, or partners in a partnership, between the parties hereto. Neither party shall hold itself out as the agent or other representative of the other. The Producer shall be an independent contractor, and shall be free to exercise its own discretion and judgment with respect to the person, firms or corporations from which it solicits business.

Section 7. The Producer's Representations and Warranties and Covenants.

(a) In order to induce PCI Group to enter into this Agreement, the Producer represents and warrants that:

- (i) The Producer is authorized to enter into this Agreement and become bound by the terms hereof;
- (ii) A copy of the Producer's current resident and non-resident License(s) is attached to the Producer Registration Application;
- (iii) All information contained in the Producer Registration Application is accurate and complete; and the producer shall give PCI Group prompt notice of any change in such information;
- (iv) The Authorized Contact identified in the Producer Registration Application is authorized to act on behalf of the Producer in connection with this Agreement;
- (v) The individual who completed and/or submitted the Producer Registration Application via the Website was authorized to submit such information on behalf of the Producer;
- (vi) Producer will promptly notify PCI Group of any suspension, cancellation or disciplinary action in respect of its license(s);
- (vii) The Producer shall notify each insured of the then-current privacy policy posted on the Website ("Privacy Policy"). The Producer shall promptly provide a copy of the Privacy Policy to an insured upon an insured's request. The Producer shall follow all instructions of the insured pursuant to the insured's rights under the Privacy Policy. A current copy of the Privacy Policy is attached as Exhibit A hereto.
- (viii) The Producer's performance of its obligations under this Agreement will not violate any prior confidentiality agreement, employment contract or any other duty owed to any other person; and
- (ix) any and all information provided in connection with any application for insurance subject to this Agreement shall be true and complete, and, to the best of Producer's knowledge, that such applications shall contain no material misrepresentations of any kind.

(b) The Producer acknowledges and agrees that each of its affiliates, employees, agents and other representatives who provides services contemplated hereunder shall be bound, as the context so requires, by the terms of this Agreement, as if such person were a signatory hereto and a “Producer” hereunder. The Producer covenants and agrees that it shall inform each of its affiliates, employees, agents and other representatives who provides services contemplated hereunder of the existence of this Agreement, and that each shall be bound, as the context so requires, by the terms of this Agreement, as if such person were a signatory hereto and a “Producer” hereunder.

(c) During the term of this agreement and for a period corresponding to any applicable statute of limitations after termination of this Agreement, the Producer hereby covenants and agrees that it shall maintain and keep in full force and effect, an errors and omissions policy of insurance for itself, its officers, employees, and agents with limits of not less than one million dollars (\$1,000,000) per claim or occurrence and not less than one million dollars (\$1,000,000) annually in the aggregate with a duly licensed carrier rated A- or higher. The Producer shall furnish PCI Group with a copy of the policy declaration page and/or Certificate of Insurance upon execution of this Agreement, and following each renewal of such policy. Such insurance shall be primary in respect of any professional liability claim asserted against PCI Group arising from the business submitted hereunder.

(d) Without limitation of Section 2(a) of this Agreement, No facts or circumstances that might reasonably be anticipated to affect a decision whether to accept an application for insurance shall be withheld from PCI Group prior to the effective date of insurance coverage.

(e) The Producer shall not upload any virus or any other contaminant, or disabling devices including, but not limited to, codes, commands or instructions that may have the effect or be used to access, alter, delete, damage or disable the Website, other software, PCI Group information or other PCI Group property, other than in a manner in accordance with the Website’s normal operations as specified by PCI Group.

(f) Unless PCI Group has provided advance written approval, Producer shall not act as co-broker (double broker) for any application or policy underwritten pursuant to this Agreement.

(g) The Producer hereby covenants and agrees that the Producer shall be solely responsible for preparing and providing to its clients, customers and prospects any and all disclosures necessary to comply with all applicable laws, statutes, ordinances, orders, codes, rules, regulations, contracts and relationships with respect to any insurance business placed by or through PCI Group under this Agreement, including without limitation any required disclosures with respect to the commissions and fees paid or payable to the Producer in connection with such business. In accordance with Section 9 of this Agreement, the Producer shall indemnify and hold harmless PCI Group and their respective affiliates, agents, officers, directors and representatives for and with respect to any and all claims, actions, liabilities, suits, investigations and expenses, including without limitation attorneys’ fees and disbursements, in any manner arising or resulting from or in connection with any failure of the Producer to comply fully with this Section 7(G).

(h) It is a material condition of this Agreement that Producer obtain and maintain in effect all licenses and permits required by any applicable federal, state or local law or regulation in order to produce business in connection with this Agreement, that all such licenses are maintained in full force and effect throughout the term of this Agreement, and that all solicitations and submissions by the Producer hereunder shall be in compliance with all applicable laws and regulations. The Producer acknowledges and agrees that PCI Group may decline to bind any insurance, and/or that PCI Group shall have all right, title and interest in the Producer Commissions in the event acceptable evidence of relevant current licensing information is not on file with PCI Group at the time business is submitted.

Section 8. Advertising.

The Producer shall not publish, circulate or issue any advertisement, letter, circular, pamphlet or other publication or statement, written, oral, or by electronic mail (“E-Mail”) or other electronic distribution of advertising, or otherwise, referring to the Programs, the Purchasing Groups, or PCI Group without the prior written consent of PCI Group.

Section 9. Indemnification.

(a) To the fullest extent permitted by law, the Producer shall indemnify and forever hold harmless PCI Group, and any successor corporation, and their officers and directors, against any and all liabilities, claims, causes of action, losses, damages (including attorneys’ fees) resulting from or attributable to any and all acts or omissions of the Producer, or any breach by the Producer of any obligation arising under or term or condition of this Agreement.

(b) To the fullest extent permitted by law, the PCI Group shall indemnify and forever hold harmless Producer, and any successor corporation, and their officers and directors, against any and all liabilities, claims, causes of action, losses, damages (including attorneys’ fees) to the extent the Producer has not contributed to or compounded such error, resulting from or attributable to any and all acts or omissions of the PCI Group, or any breach by the PCI Group of any obligation arising under or term or condition of this Agreement.

Section 10. Limitation of Liability.

Neither party shall be liable to the other party or any person or entity under this Agreement for any consequential, incidental, punitive, special or indirect damages, including without limitation, lost profits or interruption of business, under any theory including, but not limited to contract, tort negligence, strict liability or any cause of action, even if such party has been advised of the possibility of or could have foreseen such damages.

Section 11. Term, Termination of Agreement and Rights to Expirations.

(a) This Agreement shall commence on the Effective Date, as defined herein, and shall continue in effect unless either party elects to terminate. This Agreement may be terminated at any time by either party, upon written notice to the other party stating when such termination is to be effective, sent by Registered or Certified Mail, Return Receipt Requested. Such termination, however, shall in no event affect the respective rights or liabilities of either party occurring up to the date of termination.

(b) Upon receipt of the Producer's Producer Registration Application, PCI Group shall review such application and, if such application is accepted, shall notify Producer via electronic mail of such acceptance, at the e mail address stated in the application. Such notice shall attach a copy of the Producer Agreement in PDF Format, and shall require Producer to "click" on an internet link to confirm and verify that Producer is authorized to enter into this Agreement, and that Producer agrees to be bound by all of the terms and conditions contained in this Agreement. This Agreement shall commence on the date that PCI Group receives an Electronic Signature from the Producer via the foregoing internet link, and such date shall be the "Effective Date" of this Agreement. Upon receipt of such electronic signature, PCI Group will send a confirming electronic mail that sets forth the Effective Date.

(c) Upon any material breach of this Agreement, PCI Group shall have the option to (i) immediately terminate this Agreement, and (ii) with respect to Program Business, including Purchasing Group business, terminate the applicable insurance.

(d) Termination of this Agreement in its entirety will not relieve the Producer's obligations to PCI Group with respect to the payment of premium, taxes or other amounts due for insurance business or services performed by PCI Group for the Producer prior to the effective termination date.

(e) Within thirty (30) days of the effective date of termination of this Agreement, unless otherwise stipulated at the option of PCI Group, the Producer shall complete the collection, and pay and account to PCI Group for, all premiums, contributions, commissions, and other amounts unaccounted for on the date of termination or arising thereafter with respect to outstanding insurance.

(f) In the event of termination of the Agreement, the Producer having accounted for and paid all premiums for which it is liable, the Producer's records, customer lists and use or control of expirations shall remain the property of the Producer and shall be left in its undisputed possession; otherwise, the records, customer lists and use and control of expirations shall be vested exclusively in PCI Group.

Section 12. Confidentiality.

The parties to this Agreement hereby represent and acknowledge to each other that in the course of the performance of their obligations they will each make available to the other party certain information pertaining to their business and operations, including, but not limited to, a secure identification password to the Website ("Information"). Each party hereby agrees that as a condition to being provided the Information, neither party will use any Information except in connection with the performance of its duties hereunder. Each party agrees not to disclose any Information to anyone other than employees, officers and directors of such party, that have a need to know, and to cause all such persons to abide by this Agreement. The limits on use and disclosure will not apply to any Information which (a) at the time of disclosure is generally available to the public, or (b) which becomes generally available other than through a breach of an obligation of confidentiality. Information shall not include any and all information regarding the insured, which shall be governed by the Terms of Use and Privacy Policy of the Website.

Section 13. Inspection of Records.

During the term of this Agreement, and for a period of three (3) years following termination for any reason, PCI Group shall have the right to audit and inspect Producer's books and records concerning the business to which this Agreement applies. Such right of audit and inspection shall be during normal business hours upon reasonable notice to Producer. The costs of such audit and inspection, including the costs of making copies of relevant records, shall be borne by PCI Group.

Section 14. Miscellaneous.

(a) This Agreement shall not be assigned or delegated by the Producer without PCI Group's prior written consent.

(b) Except as limited by section 101(j) of the federal Electronic Records and Signatures in Commerce Act (Public Law No: 106-229, 15 U.S.C. §7001 (j)), PCI Group shall be entitled to rely upon any document or information received by it, or transmitted to it, via electronic mail bearing a "From" address or "Reply To" address that contains Producer's electronic mail address (e.g. jsmith@producer.com), and PCI Group shall have no liability in the event any Electronic Signature it receives is not valid or authorized by Producer.

(c) All Electronic Signatures used in connection with this Agreement shall be subject to the New York State Electronic Signatures And Records Act (New York State Technology Law, Article 3).

(d) In the event that any third party alleges any joint obligations of the parties hereto, each respective party shall be severally liable solely for its own respective acts and omissions that create such liability, and in no event shall the parties be jointly liable.

(e) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all previous written or oral negotiations, commitments and writings pertaining thereto. The captions in this Agreement are for convenience of reference only, do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. This Agreement may not be varied, modified or amended except by a writing signed by the party against which this Agreement is sought to be enforced. Notwithstanding the foregoing, the Terms of Use and Privacy Policy of the Website (together, the "Website Terms") supplement the terms and conditions of this Agreement and are fully binding upon Producer. In the event of any conflict between the Website Terms and this Agreement, the Terms of Use of the Website shall govern.

(f) If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement will not be affected thereby, and the parties will use commercially reasonable efforts to substitute one or more valid, legal and enforceable provisions which, insofar as practicable, implement the purposes and intents hereof.

(g) The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement, or to exercise any option herein contained, shall not

be construed as a waiver or a relinquishment of such provisions, but the same shall continue and remain in full force and effect.

(h) All notices required or permitted hereunder shall be effective upon the mailing thereof, in a stamped or postage paid envelope addressed, or by facsimile transmission, or by electronic mail as specified on the Website, unless PCI Group specifies a different and sole method of notice on the Website.

PCI Group address:

14 Wall Street
18th Floor
New York
New York 10005
Attention: Michael S. Ryan, Chief Operating Officer
msryan@preferredconcepts.com

The Producer address and contact person shall be as stated in the Producer Registration Application.

(i) This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, shall be governed by and construed according to the laws of the State of New York, applicable to contracts wholly made and wholly performed in New York, without giving effect to its conflicts of laws principles. For purposes of any proceeding involving this Agreement and the obligations hereunder, the parties agree to the exclusive jurisdiction of the Courts of the State of New York and of the United States, having jurisdiction in the County of New York, State of New York, and agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens, except that PCI Group may seek temporary injunctive relief in any venue of its choosing.

(j) PCI Group shall not be responsible for the Producer's overhead or other operating expenses, including rent, transportation, facilities, clerk hire, solicitor's fees, postage, advertising, exchange, personal local license fees or any other expense whatsoever.

(k) All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. If the Producer breaches this Agreement, PCI Group shall be entitled, in addition to any other rights available at law or in equity, to immediate injunctive relief without any requirement to post a bond or other security. The Producer had a full and ample opportunity to consult legal counsel regarding this Agreement prior to signing, has freely, and voluntarily entered into this Agreement, and has read and understood each and every provision, including, but not limited to, Producer's rights, obligations, and applicable terms and conditions as set forth herein. Sections 1, 2(b), 2(c), 2(d), 2(e), 3(b)(iv), 3(b)(v), 3(c), 3(d), 3(e), 4, 5(c), 7, 9, 10, 11, 12, and 13 shall survive any termination or expiration of this Agreement.

(l) The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person other than any Person entitled to indemnity hereunder.

(m) The term “affiliate” means (A) any person controlling, controlled by or under common control with Producer, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and (B) in addition, if any of the foregoing persons is a partnership, any partner thereof, and if such person is a limited liability company, any member thereof.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto and shall be effective as of the Effective Date above written.

PREFERRED CONCEPTS, LLC



By: Michael S. Ryan
Chief Operating Officer

PRODUCER:

As the authorized officer identified in the Producer Registration Application, I hereby confirm that I have been duly authorized by the Producer indicated above (“Producer”) to execute this Agreement on the Producer’s behalf, and that by my approval of this agreement as outlined in Section 11(b) of this Agreement, the Producer will be legally bound by all of the terms and conditions hereof.

NOTICE

THIS AGREEMENT MAY BE APPROVED ON LINE FOLLOWING THE PROCEDURE OUTLINED IN SECTION 11(b). SUCH APPROVAL SHALL BE DEEMED AN ELECTRONIC SIGNATURE AS DEFINED IN THE NEW YORK STATE ELECTRONIC SIGNATURES AND RECORDS ACT (NEW YORK STATE TECHNOLOGY LAW, ARTICLE 3)

PREFERRED CONCEPTS, LLC ACCEPTS NO OBLIGATION TO VERIFY THE AUTHENTICITY OF ANY ELECTRONIC SIGNATURE. ALL APPLICATIONS RECEIVED VIA E MAIL WILL HAVE THE SAME VALIDITY AND EFFECT AS A SIGNATURE AFFIXED BY HAND.

IF YOU APPROVE THIS AGREEMENT ON LINE, YOUR FINAL REGISTRATION APPLICATION AND THE PRODUCER AGREEMENT WILL BE EMAILED TO THE AUTHORIZED INDIVIDUAL LISTED ABOVE FOR FINAL VERIFICATION AND ACCEPTANCE.

EXHIBIT A – PRIVACY POLICY

This Privacy Policy governs the collection of information on ezumbrella.com. This Privacy Policy is effective as of October 1, 2000. Ezumbrella.com reserves the right to change this Privacy Policy at any time by notifying you of a new effective date.

This Privacy Policy is subject to the ezumbrella.com Terms of Use and the ezumbrella.com Producer Agreement. To review the ezumbrella.com Terms of Use and/or ezumbrella.com Producer Agreement, visit our website at www.ezumbrella.com.

Any information collected on ezumbrella.com is shared with Preferred Concepts, LLC ("PCLLC") and certain insurance companies that underwrite programs offered through ezumbrella.com. Such insurance companies, PCLLC, and ezumbrella.com are referred to in this Privacy Policy as "We" or "Our".

WE RESERVE THE RIGHT TO RELEASE ALL INFORMATION WE COLLECT TO OTHERS FOR BUSINESS PURPOSES.

We may collect a wide variety of information, including, but not limited to, Internet protocols, financial information, demographic information, and "cookie" collected information. "Cookies" are a technology that allows ezumbrella.com to recognize your repeated visits, to compile data on ezumbrella.com's usage, and to deliver content specific to your interests; if you want to disable cookies, there is a simple procedure in most Internet browsers that allows you to turn off cookies, but please remember that cookies may be required to allow you to use certain features of ezumbrella.com.

We use your information to contact you for marketing purposes you have approved or regarding policies you have brokered or become a beneficiary to through ezumbrella.com. Financial information you submit to EZUmbrella.com is used for marketing purposes, to check your qualifications, for billing needs and risk assessment, and for other related purposes. We also collect general data and analyze statistics on ezumbrella.com's user visits, beneficiaries, brokers, producers, backgrounds and demographics. We use this data for a variety of reasons, including, but not limited to, to improve ezumbrella.com to best meet our customers' interests, to measure visits to different areas of ezumbrella.com, and to verify the number of users that have seen or clicked advertising on ezumbrella.com.

Ezumbrella.com contains links to other sites. EZUMBRELLA.COM DOES NOT CONTROL THESE OTHER SITES AND YOU SHOULD CONSULT THESE OTHER SITES' PRIVACY POLICIES REGARDING THEIR USE OF YOUR INFORMATION.

Exhibit A – Privacy Policy (continued)

Ezumbrella.com may contain advertising. When you click on any advertisement appearing on Ezumbrella.com, the advertising company for that advertisement may collect information about you. ezumbrella.com cannot control such information collection or any advertising company's dissemination of such information. IF YOU DO NOT WANT YOUR INFORMATION SHARED WITH ANY COMPANY ADVERTISING ON EZUMBRELLA.COM OR THAT COMPANY'S ADVERTISING AGENTS AND CONTRACTORS, THEN DO NOT CLICK ON ANY ADVERTISEMENT APPEARING ON EZUMBRELLA.COM. If you have any questions or comments regarding privacy and our use of information, please contact us at webmaster@ezumbrella.com

In the future, ezumbrella.com reserves the right to include chat forums or message boards on ezumbrella.com. In that event, you should remember that when you use ezumbrella.com's chat forums and message boards, any information about yourself or any other information that you provide in those venues is not secure and can be collected and used by any other participant. Third parties can collect and correlate this information, including, but not limited to, your personally identifiable information (e.g., user name, e-mail address), which may result in you receiving unsolicited messages. In sum, any information you disclose in ezumbrella.com's chat forums and message boards is beyond ezumbrella.com's control, and you should exercise caution before you disclose your information.