

## Producer Agreement Acadian Managers, LLC

THIS AGREEMENT, effective as of April 3, 2017, by and between Acadian Managers LLC, a limited liability company, (hereinafter, "Acadian") and Independent Market Solutions (insert entity name) (hereinafter, "Producer") located at 3159 SHAMROCK ST SOUTH MIAMI GARDENS, FL 33171 (insert address for producer).

WHEREAS, Producer seeks to offer risks for placement by Acadian with Insurance companies represented by Acadian; and,

WHEREAS, Acadian is willing to consider risks properly requested by Producer;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained the parties hereby agree as follows:

### **ARTICLE I — AUTHORITY OF PRODUCER**

1. Acadian hereby recognizes Producer as an insurance producer from whom Acadian may accept written/electronic requests for placement of risks in the state(s) in which Producer is licensed.
2. Subject to the terms of this Agreement, Producer shall:
  - a. solicit applications of insurance;
  - b. bill and collect premiums on policies, contracts, binders, riders, and endorsements pursuant to this Agreement;
  - c. maintain a sufficient staff to perform its duties under this Agreement; and
  - d. forward all monies received pursuant to this Agreement.
3. Producer has no authority to bind any risk on behalf of Acadian without prior approval from Acadian, and Acadian reserves the right to reject any request for placement of a risk from Producer.
4. Producer warrants that it shall neither represent itself as an agent of Acadian nor attempt to exercise any powers other than those expressly granted by this agreement. Nothing in this agreement shall be construed as granting Producer any express, implied, or apparent agency or mandatary authority to act on behalf of Acadian.

5. Acadian and Producer are each independent contractors, and nothing herein shall be construed to create the relation of employer and employee, whether direct, statutory, or borrowed, between Acadian and Producer.
6. All expenses incurred by Producer in connection with the solicitation of insurance or performance of any of its duties herein, or any other expenses of Producer shall be paid by Producer. Acadian shall have no responsibility or liability for any costs or expenses incurred by Producer under any circumstances..
7. Producer shall not make reference to Acadian, or any of its parents, affiliates, or subsidiaries, or use any of these entities' service marks in any publication, advertisement, or other communication, without written prior consent from Acadian.
8. Producer understands that in providing coverage, Acadian is relying upon the accuracy of information received by Producer and submitted to Acadian. It is the responsibility of Producer to disclose to Acadian the existence of any conditions of which it is aware that may affect the Insurability of any prospective insured. This includes, without limitation, any information requested on any application for insurance.

## **ARTICLE II - COMPENSATION OF THE PRODUCER**

1. Upon compliance by Producer with all the terms and conditions of this Agreement, Producer will be entitled to receive, as full compensation for all services rendered to Acadian and Insurance companies represented by Acadian, a commission as set forth on SCHEDULE A hereto. This commission will be based on written premiums collected less any fees and or assessments and less any unearned commissions or returned premiums whether because of endorsements, cancellation, or otherwise.
2. Acadian may amend the Commission Schedule from time to time upon written notice to Producer, which amended Commission Schedule shall govern as to all policies or endorsements written or renewed after the date of such notice. The terms of this Agreement shall not prohibit the adoption of special commission rates on individual policies, territories, or other criteria as set forth by Acadian.
3. It is a condition of this Agreement that Producer will expedite ALL refunds to Acadian or the applicable insurance company, on business hereto written, commissions on canceled insurance policies and/or reductions in premiums at the same rate which such commissions were originally paid Producer.
3. It is a condition of this Agreement that Producer will expedite the return to Acadian (or the applicable insurance company based on the business written), 1) ALL refunds, 2) commissions on canceled insurance policies, and 3) reductions in premiums, which return/refunds shall be at

the same rate these commissions were originally paid Producer.

### **ARTICLE III - PRODUCER'S DUTY TO COLLECT AND REMIT PREMIUMS**

1. For purposes of premium collections, accounting, and payment, all policies shall be on a direct bill basis.
2. The Producer agrees to promptly upload or mail to Acadian all premiums collected by Producer on Insurance written under this Agreement. Producer agrees that all premiums received by the Producer shall be held by him as trustee for Acadian until delivered to Acadian or the applicable insurance company as directed upon receipt.
3. Acadian reserves the right to contact applicants and policyholders about premium and payment matters.

### **ARTICLE IV — OBLIGATION OF ACADIAN MANAGERS LLC AND PRODUCER**

- I. Acadian and Producer each warrant that it is, and shall remain during the term of this Agreement, properly licensed to conduct business in those jurisdictions in which risks to be submitted to insurance companies represented by Acadian for consideration are located and shall provide copies of such licenses to the other party upon request. Acadian and Producer shall each comply with all applicable laws, administrative rules, and other regulations of the subject jurisdictions governing the conduct of business under this Agreement.
2. Producer warrants and represents that during the term of this Agreement, it shall maintain errors and omissions coverage provided by an insurer with limits of liability not less than one million dollars \$1,000,000. Producer also agrees to furnish proof of such errors and omissions coverage to Acadian, which coverage must be effective as of the date of this Agreement. Producer likewise agrees to furnish proof of such errors and omissions coverage to Acadian upon each renewal of such coverage, until termination of this Agreement. Acadian may obtain from Producer a copy of its current errors and omissions coverage at any time.
3. Producer shall immediately forward written notice to Acadian of any and all lawsuits or complaints of which it receives notice with respect to risks placed with Acadian pursuant to this Agreement, and shall cooperate to facilitate the investigation and resolution of all such matters. Producer has no authority to assign losses to be adjusted nor may Producer negotiate or settle any loss. Producer will expedite reporting of ALL claims and/or losses to Acadian as directed.
4. Producer shall retain original or clearly imaged copies of ALL documents required by Acadian and/or the applicable insurance company for a period of five (5) years from the effective date of the relevant policy. In the event of a dispute as to an aspect of coverage, premiums, liability, application, binding, or negotiation of a policy, or in the event of litigation involving a policy, Producer agrees to retain any documents or electronically stored information relating to the relevant policy until Acadian gives written permission to destroy the documents or information.

5. Producer shall report immediately to Acadian any claim, loss, or accident of which Producer becomes aware.  
Producer shall maintain complete and accurate files and records of all policy transactions, including applications and state-mandated forms during the period of this Agreement and after its termination, as required by this Agreement and all applicable Louisiana laws, administrative rules, and other regulations. Producer shall make all such records available to Acadian for inspection and copying upon demand.
6. Producer shall comply with all applicable rules, regulations, guidelines, and instructions issued by Acadian Managers LLC including, but not limited to, administrative rules, underwriting rules, premium collection guidelines, accounting and payment rules, rules regarding form and document retention, and rules regarding electronic interface with Acadian's system.
7. Producer may not appoint a sub-agent(s) to represent Acadian without obtaining Acadian's prior written consent.

#### **ARTICLE V - AUDITS**

1. Acadian has the right, during normal business hours and upon reasonable notice to Producer, to access, inspect, and audit Producer's files, records, underwriting practices, submission procedures, and financial records (including but not limited to policy applications, policy correspondence, claims correspondence, and other claims material and cancellation correspondence) relating to any business written through Acadian.

#### **ARTICLE VI - SUSPENSION**

1. Acadian may, at any time, with or without cause, suspend Producer's authority to solicit and receive applications and bind coverage. The suspension of authority shall take effect upon written notice from Acadian and shall continue until terminated by written notice from Acadian.

#### **ARTICLE VII - TERMINATION**

1. This Agreement may be terminated by either party providing ten (10) days prior written notice to other party. Within thirty (30) days of the date of termination, Producer shall complete the collection of all premiums and remit the same to Acadian. Producer shall be responsible to Acadian for all premiums and transactions unaccounted for at the time of the termination of this Agreement or arising thereafter.
2. This Agreement shall terminate immediately if any regulatory or public authority cancels, suspends, revokes, withdraws, or fails to renew Producer's or the agency principals' license to engage in the business of insurance in Louisiana, and this Agreement shall terminate effective upon the date of such action.

3. In the event of the sale of Producer's agency by Producer or any other person authorized to effect a sale of the agency, Acadian shall have the option to terminate this Agreement immediately upon written notice to Producer and its successor-in-interest.
4. Upon termination of this Agreement, Acadian's obligation to pay commissions to Producer on effective policies and risks offered by Producer to Acadian prior to termination and, on which a policy is obtained by Acadian, shall continue until expiration of such policies, provided the policy premiums have been paid to Acadian by Producer.
5. This Article will be interpreted as necessary to comply with applicable Louisiana laws, administrative rules, and other regulations concerning termination of agency appointments and agreements.

#### **ARTICLE VIII - OWNERSHIP OF EXPIRATIONS**

1. The records of Producer and the use and control of expirations on policies written through Acadian are and shall remain Producer's property and shall be left in Producer's possession so long as Producer has accounted for and paid Acadian all monies due or held for Acadian under this agreement.
2. In the event of termination of this Agreement, if Producer has not properly accounted for and paid all premiums due Acadian for which Producer is liable under this Agreement, then all interests, control, rights, and uses of Producer's records and expirations relating to the applicable business shall revert to Acadian.

#### **ARTICLE IX - GENERAL PROVISIONS**

1. The failure of Acadian or Producer to enforce any provision of this Agreement or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.
2. If any provision of the Agreement is determined to be invalid under or in conflict with the Laws or regulations of any jurisdiction, the remainder of this Agreement shall not be affected by said invalidity or conflict.
3. Neither this Agreement nor any of the commissions or benefits hereunder may be pledged, assigned, or transferred, either in whole or in part, without the prior written consent of the non-assigning party.
4. The Agreement may be amended only by a written agreement executed by both Acadian and Producer. However, Article II, Compensation to the Producer, with regard to changes in Producer's commission schedule by Acadian, will not be subject to or require written agreement executed and

agreed to by Producer.

5. This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to conflicts of laws principles.
6. This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understanding between the parties, whether oral or written, with respect to its subject matter.
7. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning thereof.
8. If there is any contradiction or inconsistency between the provisions of this Agreement and another agreement executed by Acadian and Producer then the provisions of this Agreement will govern and supersede those of the other with respect to the placement of risks by Producer.
9. This Agreement shall not affect Acadian's right to cancel or refuse to renew any insurance coverage or Acadian's right to accept or decline to underwrite new business or to re-underwrite existing policies.
10. This Agreement may be executed in multiple counterparts which together shall constitute a single instrument.
11. Paragraph 8 of Article 1, all of Article III and paragraph 3 of Article IX shall survive the termination of this agreement.

#### **ARTICLE X - INDEMNIFICATION**

1. In the event that any lawsuit or proceeding is filed against Producer by or on behalf of any insured, based on an alleged error of Acadian in their preparation, processing, handling or billing of policies placed by Producer with Acadian, Acadian shall indemnify and hold Producer harmless against liability for damages in any action for which Producer may become obligated to pay, including reasonable expenses and legal fees incurred in the investigation and defense, except to the extent or degree that Producer caused, compounded, or contributed to Acadian's alleged act or omission or assumed any liability, incurred any expense, or made any payment in compromise or settlement of the action without Acadian's prior written consent. Producer is required to give Acadian written notice of the action within five (5) business days of Producer's knowledge of such action and to cooperate fully with Acadian's reasonable requests related to such action. If Producer fails to do so in either respect, Acadian shall not be obligated to defend or indemnify Producer under this Section. Acadian shall have the right to participate in such action or to assume the defense of such action with counsel satisfactory to Acadian. If Acadian assumes the defense of any such action, it shall not be liable to Producer for any legal or

other expenses subsequently incurred by Producer in connection with such action.

2. Producer agrees to indemnify, defend, and hold Acadian harmless from any and all suits, costs, losses, liabilities, damages, or obligations, including reasonable attorneys' fees, arising from acts, errors, or omissions of Producer, its employees, sub-producers or agents under common law, statutes, or regulations, including, but not limited to acts, errors, or omissions in violation of, in excess of, or in contravention of Producer's power or authority granted by Acadian in this agreement, except to the extent that Acadian caused, compounded, or contributed to Producer's alleged act or omission. Acadian is required to give Producer written notice of any such action within a reasonable time period from Acadian's knowledge of such action. Acadian shall have the right to participate in such action at Acadian's own cost.

#### **ARTICLE XI - GOVERNING LAW**

This Agreement shall be governed by and interpreted under the laws of the state of Louisiana. Any provision of the Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it in compliance with the law.

#### **ARTICLE XII - NOTICES**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed served if deposited in the United States Registered or Certified Mail Return Receipt Requested, or reasonable equivalent, and addressed as set forth below or to such other address as the parties may from time to time designate by written notice given in conformity herewith.

To the Producer:

Independent Market Solutions  
3159 Sunnrock St. South  
Tallahassee, FL 32317

To Acadian Managers LLC:

Acadian Managers LLC  
8550 United Plaza Blvd., Suite 702  
Baton Rouge, LA 70809

[Remainder of page intentionally left blank. Signature page to follow.]

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

**Acadian Managers LLC:**

By: M. T. H.

Title: President Date 3/9/2017

Producer: Independent Market Solutions

By: D. D. B.

Title: Agent in Charge Date 3/9/17