

ATTUNE PRODUCER AGREEMENT

This Producer Agreement ("Agreement") is made by and between: Independent Market Solutions, LLC

With offices located at:

6675 Westwood Blvd, #360, Orlando, FL 32821

(the "Producer"), and Attune Insurance Services, LLC, with offices located at 40 Exchange Place Floor 8, New York, New York 10005 ("Attune"). Subject to Section 2 (Term of Agreement) below, this Agreement is effective as of .

WHEREAS, Attune is an insurance agency representing certain insurers with respect to the solicitation, negotiation and sale of insurance;

WHEREAS, the Producer is an insurance producer representing policyholder clients in obtaining insurance, either directly or through other sub-producers; and

WHEREAS, the parties wish to establish contractual terms and conditions governing the submission of applications and placement of insurance business subject to this Agreement;

NOW THEREFORE, in consideration of the mutual promises in this Agreement, and intending to be legally bound, the parties agree as follows:

1. RELATIONSHIP OF THE PARTIES

The Producer's relationship to Attune under this Agreement is that of an insurance producer acting as a broker. Attune is an insurance producer acting as an appointed agent representing insurers with authority to receive submissions from producers and solicit, negotiate and sell insurance for certain lines of business within the authority granted by the insurer.

2. TERM OF THE AGREEMENT

This Agreement is effective as of the later of (a) the Effective Date set forth in the first paragraph of the Agreement, or (b) Attune's issuance of one or more passwords signifying permission to the Producer to access Attune's proprietary electronic underwriting portal, MyAttuneSM. The Agreement will continue in effect until terminated pursuant to Section 12 or by other mutual agreement of the parties.

3. THE PRODUCER'S AUTHORITY

The Producer's authority is limited to making submissions of insurance business to Attune, unless additional authority is specifically granted in a written amendment to this Agreement. The Producer is

not obligated to make submissions to Attune and Attune is not obligated to accept submissions made by the Producer. The Producer will have no authority to accept or reject applications for insurance; bind coverage, issue policies or endorsements; procure reinsurance; accept service of process; appoint other producers; speak for Attune with respect to insurance coverage for any claim or otherwise; or perform any other duties on behalf of Attune. Notwithstanding the foregoing, the Producer will be solely and exclusively responsible for engaging any sub-producers through whom insurance business produced hereunder is distributed, such engagement to include, as applicable, (i) documenting any relationships (including producer agreements); (ii) payment of commissions (iii) sub-producer due diligence; (iv) regulatory appointments; and (v) termination of contracts and appointments.

4. COMPLIANCE WITH LAWS AND REGULATIONS; INSURANCE

a. The Producer represents that it is properly licensed to transact business as an insurance producer and will conduct its business in accordance with all applicable state and federal laws, rules and regulations, including all producer licensing, appointment and risk control services requirements. The Producer will maintain all licenses in good standing for the duration of this Agreement and will furnish proof of such licensing upon request to Attune. The Producer will promptly notify Attune of any suspension, cancellation or disciplinary action with respect to any producer license.

b. The Producer represents that it now has and will maintain errors and omissions insurance coverage with a minimum aggregate policy limit of one million dollars (\$1,000,000) while this Agreement is in force and will furnish proof of such coverage upon request to Attune. The Producer will provide Attune with prompt written notice of any material change, cancellation or other termination of this coverage.

5. CERTIFICATES OF INSURANCE

Any insurance certificate issued by the Producer is deemed to be a business document issued by the Producer for the benefit of its client and does not alter or amend any policy of insurance. Attune does not review or approve such certificates and any inconsistency with the policy will be deemed to be the sole responsibility of the Producer.

6. MARKETING AND ADVERTISING

Neither party may use the name or logo of the other party in any advertisement or other promotional or marketing materials without the other party's prior review and consent.

7. PREMIUMS

- a. Unless this Agreement is amended in accordance with Section 16.b to provide that premiums may be collected by the Producer, all premiums will be billed directly by Attune.
- b. Attune will invoice and collect premiums from the policyholder, using its internal resources or an agent retained for that purpose. In the event that the Producer receives any premiums, inadvertently or otherwise, the Producer will immediately remit all such premiums to Attune. The Producer may not exercise any right of set-off or otherwise withhold such premiums for any reason.
- c. All premium amounts due will be determined according to Attune's books and records and Section 8 of this Agreement (Compensation). As between the parties to this Agreement, premiums are deemed to be the property of Attune. Any credit extended by the Producer to any policyholder or other person or organization will be at the sole risk of the Producer.

8. COMPENSATION

- a. Attune agrees to pay as compensation to the Producer a commission equal to a percentage of Net Written Premium which Producer submits to Attune and which Attune accepts, to be determined as set forth in the most current Commission Schedule Exhibit attached hereto. Attune will remit to the Producer earned commission within 45 days after the end of the month in which the business becomes effective. Any change in commission will take effect 30 days after the change has been agreed upon, unless the parties otherwise agree in writing. "Net Written Premium" means gross written premiums, less cancellations and return premiums according to Attune's books and records.
- b. The Producer will refund to Attune, on a *pro rata* basis, compensation on coverage which has been canceled and on premiums which have been refunded, in each case at the same rate at which such compensation was originally payable and within 45 days after cancellation or the period of time required by state regulation, whichever is shorter.
- c. The Producer's compensation and any other funds due to the Producer will be subject to set-off by Attune for any funds due from the Producer to Attune. Insolvency of the Producer will not terminate Attune's rights under this provision.

- d. The Producer is required to pay any compensation or fees it owes to other producers, including sub-producers, and to comply with any applicable laws and regulations regarding disclosure of compensation to its policyholder clients.

9. MAINTENANCE OF AND ACCESS TO RECORDS

The Producer agrees to keep accurate records of all transactions subject to this Agreement and make them available to Attune upon reasonable request during the term of the Agreement and for such reasonable time after termination as determined to be necessary by Attune. Attune will have the right, and the Producer will permit Attune or its representative, as Attune may reasonably request, to visit the offices of the Producer to examine and audit any of the accounts, files or records (in any format) of the Producer related to this Agreement.

10. OWNERSHIP OF BUSINESS, FORMS AND OTHER DATA

Policyholder lists (expirations) and their use and control for solicitation of business written by the Producer will be the exclusive property of the Producer. As between the parties to this Agreement, records of insurance, including binders, policies, loss and pricing data, underwriting criteria and guidelines, loss control information, and all data related to the transaction other than expirations are deemed the property of Attune, subject to any applicable agreement between Attune and the insurer(s) for which Attune is acting as agent. If the Producer has not paid all amounts due to Attune at the termination of this Agreement, the use and control of such expirations will be vested in Attune.

11. UNDERWRITING PORTAL ACCESS

Upon written notification by Attune, the Producer may access Attune's proprietary electronic underwriting portal, MyAttune, to make submissions and complete insurance transactions. Access may be granted only to those employees who are either properly licensed as individual insurance producers or under the direct supervision of such licensed employees. The Producer is responsible for ensuring that access to MyAttune is granted only to those with proper authority to enter into insurance transactions on the Producer's behalf. It is understood and agreed that access to MyAttune is a use of technology to effectuate insurance transactions only and not a grant of authority beyond that described in Section 3. The Producer agrees to abide by the MyAttune Terms of Use, which are hereby incorporated by reference into and made a part of this Agreement. This section applies to any other producer in a network or group which Attune and the Producer have agreed will have access to MyAttune under the Producer's supervision.

12. SURPLUS LINES TAXES AND FEES

If this Agreement applies to non-admitted insurance, the Producer will have the sole responsibility to pay any applicable surplus lines taxes, stamping office fees and other expenses relating to the filing of affidavits or similar surplus lines diligence filings as required by the appropriate governmental jurisdictions. If a sub-producer has undertaken to pay such taxes and fees with respect to any

transaction, it will be the Producer's sole responsibility to ensure such payments are made. The name, address and a copy of the license of the entity paying any required taxes or fees will be made available to Attune upon request.

13. TERMINATION

- a. Each party to this Agreement will have the right to terminate the Agreement for any reason by giving the other party written notice at least 60 days prior to the effective date of such termination.

- b. Each party may terminate this Agreement immediately upon written notice in the event the other party has committed a material breach of the Agreement that is not cured by the breaching party within 15 days of receiving written notice of such breach.

14. INDEMNIFICATION

Each party agrees to defend, indemnify, and hold the other party harmless from any loss, expense, fine, penalty or damages caused by (a) an act, error, omission, misstatement, misleading statement, or breach of duty by a party in the processing of any business placed and/or attempted to be placed under the terms of this Agreement, (b) violation of this Agreement, or (c) any violation of law or regulation governing business transacted under this Agreement, in each case to the extent that the other party has not contributed to or compounded the act or omission. The provisions of this Section will survive termination of the Agreement.

15. PRIVACY

- a. In compliance with federal and state regulations, the Producer may disclose nonpublic personal information to Attune in the course of assisting a customer to obtain insurance products or services. The Producer acknowledges that nonpublic personal information obtained in the course of selling or obtaining a quote on an Attune product or service may be shared with a third party only with the prior written approval of Attune, which may be granted upon the Producer's demonstration of full compliance with the privacy provisions of all applicable federal and state laws and regulations.

- b. The parties agree to abide by the terms of their respective privacy policies and each agree that their privacy policy will not be amended so as to adversely affect the other party's ability to

disclose or use nonpublic personal information under the Agreement, unless such amendment is required to comply with applicable federal and state laws and regulations.

- c. This Section will survive the termination of this Agreement.

16. MISCELLANEOUS PROVISIONS

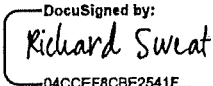
- a. The failure of either party to insist on strict compliance with this Agreement, or to exercise any right or remedy hereunder, will not constitute a waiver of any rights or remedies contained in the Agreement nor estop the parties from demanding full and complete compliance in the future.
- b. No amendment to this Agreement will be valid unless agreed upon by both parties and recorded in a written instrument signed and dated by authorized representatives of the parties, or, in the case of commission changes, recorded in the most current Commission Schedule Exhibit.
- c. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law. If any provision is prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity.
- d. The Producer may not assign this Agreement, or any rights or obligations hereunder, without the prior written consent of Attune.
- e. The provisions of this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to create rights enforceable by any party claiming to be a third party beneficiary.
- f. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law provisions or those of any other jurisdiction.

17. NOTICES

Any notice to be given under this Agreement will be in writing and will be deemed duly given if delivered personally or by certified mail to the other party at the address stated above.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be signed by their duly authorized representatives.


Producer:

By:  DocuSigned by:
Richard Sweat
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Name: Richard sweat

Title: Manager

Attune: ATTUNE INSURANCE SERVICES, LLC

By:  _____

Name: Keith Brennan

Title: Controller / Treasurer



INSURANCE COMPANY BILLING AMENDMENT TO THE ATTUNE PRODUCER AGREEMENT

With respect any Workers' Compensation or Employers' Liability Insurance for which Attune is acting as the agent of Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Assurance Company or Employers Preferred Insurance Company (collectively or individually, the Insurance Company), the Producer Agreement between Attune and the Producer is amended in accordance with Section 16.b as follows:

Section 7. PREMIUMS is deleted and replaced by the following:

7. PREMIUMS

- a. All premiums will be billed directly by the Insurance Company, which will invoice and collect premiums from the policyholder, using its internal resources or an agent of its choosing retained for that purpose. Attune will not collect or receive premiums.
- b. All premium amounts due will be determined according to the Insurance Company's books and record. Attune has no responsibility under this Agreement for the accuracy or timeliness of the Insurance Company's premium collection processes or methods, or for the timeliness of payment of commission by the Insurance Company to Attune.
- c. Attune will pay commissions to the Producer from commissions paid by the Insurance Company to Attune and actually received by Attune. Unless and until Attune receives commission attributable to an insurance transaction from the Insurance Company, Attune will have no obligation to pay commission to the Producer for that insurance transaction.
- d. Any credit extended by the Producer to any policyholder or other person or organization will be at the sole risk of the Producer. The Producer has no ownership interest in premiums. In the event that the Producer receives any premiums, inadvertently or otherwise, the Producer will immediately: (1) remit all such premiums the Insurance Company and (2) notify Attune in writing that such premiums has been forwarded to the Insurance Company. The Producer may not exercise any right of set-off or otherwise withhold such premiums for any reason, and will defend, indemnify and hold Attune harmless in any claim against Attune by the Insurance Company for collection of premiums not remitted to the Insurance Company in compliance with this Agreement.

Section 8 COMPENSATION is deleted and replaced by the following:

8. COMPENSATION

- a. Subject to 7.c. above, Attune agrees to pay as compensation to the Producer a commission equal to a percentage of Net Written Premium which Producer submits to the Insurance Company and which the Insurance Company accepts, to be determined as set forth in the most current Commission Schedule Exhibit attached hereto. Attune will remit to the Producer earned commission within 45 days after the end of the month in which Attune receives commission from the Insurance Company for the insurance transaction generating such commission. Any change in commission will take effect 30 days after the change has been agreed upon, unless the parties otherwise agree in writing. "Net Written Premium" means gross written premiums, less cancellations and return premiums according to the Insurance Company's books and records.
- b. The Producer will refund to Attune, on a *pro rata* basis, compensation on coverage which has been canceled

and on premiums which have been refunded, in each case at the same rate at which such compensation was originally payable and within 45 days after cancellation or the period of time required by state regulation, whichever is shorter.

- c. The Producer's compensation and any other funds due to the Producer will be subject to set-off by Attune for any funds due from the Producer to Attune. Insolvency of the Producer will not terminate Attune's rights under this provision.
- d. The Producer is required to pay any compensation or fees it owes to other producers, including sub-producers, and to comply with any applicable laws and regulations regarding disclosure of compensation to its policyholder clients.

Producer: Independent Market Solutions, LLC

Attune: ATTUNE INSURANCE SERVICES, LLC

DocuSigned by:
By Richard Sweat
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By: Keith Brennan

Name: Richard Sweat

Name: Keith Brennan

Title: Manager

Title: Controller / Treasurer

Date: 1/16/2019

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