

MetLife Auto & Home[®]

Independent Agency Agreement

INDEPENDENT AGENCY AGREEMENT

1. Introduction:

The purpose of this Agreement is to set forth the terms and conditions of the relationship between the parties hereto which such relationship is centered on the Agent selling the property and casualty insurance products of the Company.

This Agreement applies to those property and casualty product lines identified in Attachment 1 titled "Products", as such Attachment 1 may be modified from time to time.

The Agent and the Company agree that certain policies, procedures and/or rules referenced in this Agreement are available on the Agent Portal (website) of the Company and the Agent will be required to access the Agent Portal for such policies, procedures and/or rules. The parties agree that the Company may modify or amend the Agent Portal and its policies, procedures and rules in its sole discretion. Notwithstanding anything in this Agreement to the contrary, the Company must provide reasonable advance written notice to the Agent of any modifications or amendments to any of its policies, procedures and rules. The Agent Portal is the Company's website(s) which includes access to the various locations of the Company's policies, procedures and/or rules which are applicable to the Agent as well as access to the Company's rating and application submission sites.

2. The Parties:

- a) The Company - All references to "the Company" herein shall mean and include Metropolitan Property and Casualty Insurance Company and each of its subsidiaries and affiliates that have authorized you to write their products and appointed you where applicable, the Agent and shall alternatively be referred to herein as the Company, We, Us and Our.
- b) The Agent - (Insert Agent/Firm/LLC/Entity name) Independent Market Solutions, LLC, is, employs or has contracted with, individuals properly licensed to sell, solicit and negotiate property and casualty insurance (whether licensed as "producer", "agent", "broker" or under another license granting similar authority) and where applicable, employs or has contracted with individuals properly trained to service property and casualty insurance. All references to "the Agent" herein shall mean and include the Agent identified herein and its applicable employees and representatives and shall alternatively be referred to herein as the Agent, You or Your.

3. Effective Date:

This Agreement shall be effective as of the later of (1) the date that this Agreement is signed by both parties and (2) the date that You are fully licensed

and properly insured, and if required, appointed by Us, to represent Us. This Agreement shall remain in full force and effect until terminated under the termination provisions set forth herein.

4. Authority of Agent:

- a) You are an independent contractor and not Our employee and You shall have exclusive control of Your time, the conduct of Your agency and the selection of companies that You will represent.
- b) Subject to legal requirements, to the terms and conditions of this Agreement, and to such restrictions on binding authority as may be established from time to time by Us and communicated to You, You are authorized on Our behalf, during the term of this Agreement, to accept applications for insurance, to bind Us on coverages, to provide certificates of insurance, to add, change, delete or modify insurance coverages as requested by and on behalf of Your policyholder(s) and to cancel insurance coverages on behalf of Your policyholder(s), all according to Our rules and requirements, for those classes of risks as We may from time to time authorize. In no event however, may You backdate any coverage, either by date or time.
- c) You acknowledge that the We own that portion of Our book of business which is marketed through Our captive and/or employee agents, through Our Group P&C Program and through our Direct Business Program. Therefore, the parties agree that in the event You employ or associate with any individual whose book of business is owned by Us, that book shall not be moved to, or solicited by, You. In the event of such employment or association, We may in very limited circumstances, in Our sole discretion, elect to permit You to move all or a portion of the book to You, in which event, such permission will be in writing from Our authorized officer and the policies transferred will then be subject to all the terms and conditions hereof, including transfer of ownership of expirations to You.

5. Responsibilities of Agent:

- a) You agree to comply with all laws and regulations affecting Your operation, and this Agreement shall apply in only those states where You maintain your qualifications for licensing, and remain licensed, by appropriate authorities, and remain appointed by Us.
- b) You will maintain all appropriate appointments and will cooperate with and assist Us in the appointment process. In the event an appointment is rejected by the applicable state regulatory body, You shall not be entitled to commissions as set forth in Our policies and procedures which may be found on the Agent Portal.
- c) We may from time to time post on the Agent Portal written instructions, rules and requirements respecting the conduct of its business covered hereby to ensure that applications submitted by You conform to Our method of doing business, and You are responsible for and You hereby agree to comply with all such instructions, rules and requirements. Notwithstanding anything in this

Agreement to the contrary, the Company must provide reasonable advance written notice to the Agent of any modifications or amendments to any such instructions, rules and requirements.

- d) It is Your responsibility to maintain and keep up to date all agency information (demographics and producers and contact information, including email address) in the applicable section of the Agent Portal.
- e) You agree that, if reported to You, You will promptly report all claims and deliver all relevant claims information, regarding coverages placed with Us, to Our Claim Department. In the event You and We agree that You shall have claim authority, such agreement shall be by Exhibit to this Agreement, setting forth the terms and conditions of such authority.

6. Limitations of Authority:

- a) You shall have no authority to change, omit, add to, or waive any questions, statement or answer on any application, and You shall have no authority to change, omit, add to, waive or discharge any provision of any policy of insurance issued by Us, furthermore, You shall have no authority to extend time of premium payments, quote rates other than those published by Us, or to obligate or bind Us in any way not specifically authorized by this Agreement or by Us in writing.
- b) In order for Us to maintain consistency in Our brand usage and advertising philosophy and to protect the integrity of the trademarks of and/or licensed to Us, You shall not use Our name or brand or create, use, publish, distribute or circulate letters, brochures, pamphlets, internet advertising or advertising of any character or nature on behalf of or which identify Us without Our prior written consent. You will not create websites that mention or link to Us without Our prior written approval. You shall submit all such items, sites, letters, brochures, or advertising, including but not limited to newspaper and/or magazine ads, signs, and internet references, to Us and We will provide You with Our revisions, rejection or approval in a timely manner. The Company will not unreasonably withhold, condition, or delay the consents and approvals referred to in this paragraph.
- c) Also in order for Us to maintain consistency in Our brand usage and advertising philosophy and to protect the integrity of the trademarks of and/or licensed to Us, You agree that in the event You contract with a third party that provides comparative quotes via the internet to the general public, and as a result of such contracting You intend to include reference to Us, You will give notice of such contracting to Us. This paragraph shall not apply to those situations wherein We have pre-approved the third party and have notified You of such pre-approval.

7. Business Procedures:

- a) Unless specifically agreed otherwise, in writing, by Us and You, all business placed by You with Us will be billed by Us and the following procedure will apply:

- i) The business submitted by You must comply with Our underwriting and administrative rules which rules are subject to change by Us in Our sole discretion and will be posted on the Agent Portal as it may be modified or amended from time to time.
 - ii) Upon Your determination that the business meets Our underwriting and administrative rules, the completed application together with initial down payment, as applicable, without deduction of commission shall be submitted in accordance with Our policies and procedures as set forth on the Agent Portal.
 - iii) Unless specifically agreed otherwise, in writing, by Us and You, we will be responsible for all premium billing and collection. In the event You collect any premiums on Our business, except down payments, other than as agreed in writing by Us and You, You will promptly account therefor and transmit to Us, as directed by Us within two (2) business days of receipt, the full amount so collected without making any deduction for any purpose.
 - iv) Unless agreed otherwise by You and Us, all applications, including down payments, and all other materials required by law and/or by Us to effectuate, select, elect, reject or change coverage(s) with Us, shall be submitted to Us by You within five (5) business days of receipt by You.
- b) You shall keep full and accurate records of the business transacted by You under this Agreement and shall make Your records relating to Our business, including but not limited to financial and policy records, available to Us for inspection and audit. In addition, You shall forward to Us such reports of said business as We may reasonably prescribe from time to time. The parties agree that, following reasonable advance written notice to You, We may review, inspect and audit the records relating to Our business so maintained by You, in person at an office of Yours during ordinary business hours or at such place as We and You elect. Any review, inspection or audit conducted by Us at a site other than an office of You, shall be accomplished by Your sending the requested records to Us, via mail, facsimile or the internet, or such other manner of delivery, as We may direct from time to time. Any extraordinary costs of delivery will be borne by Us upon Our prior approval.
- c) In addition, You agree to the following business procedures:
- i) You will retain complete and accurate records of the information contained in the original application and documentation of any subsequent changes.
 - ii) You, in accord with Our policies and procedures, will order and retain all information contained in motor vehicle records (MVRs) and investigative reports (i.e. C.L.U.E. reports, PFM, etc.).

- iii) You, in accord with Our policies and procedures, will provide Your applicants with all appropriate notices and/or authorizations as You are required to provide by applicable state and/or federal law, including the Fair Credit Reporting Act and the Financial Services Modernization Act.
- iv) Any and all records maintained by You pursuant to this Agreement, shall be maintained for no less than the period of time set by Our Record Retention schedule.

8. Ownership of Expirations:

- a) The ownership, use, and control of expirations shall remain in Your undisputed ownership and possession, and We shall not use Your records in any manner which abridges Your right of ownership.
- b) We will not knowingly take or permit any action that could be construed as moving a policy from You without prior written direction from the policyholder, unless required to do so by law.
- c) A policyholder's written statement designating an Agent shall be binding on You and Us. If a conflict exists as to whether You or another Agent is authorized to represent an existing or prospective policyholder, the policyholder's written producer of record designation signed by the policyholder shall be final and binding upon the parties.
- d) This Section 8 shall survive termination of this Agreement.

9. Sale of Agency:

You shall give notice to Us within ten (10) business days after any sale, transfer or merger of a majority interest in Your business, and unless We have consented to the assignment of this Agreement, we may terminate this Agreement effective immediately. We agree that We will not unreasonably withhold Our consent to such sale, transfer or merger of a majority interest in Your business. We may however, in Our sole discretion enter into a new Agency Agreement with the successor in interest to You.

10. Compensation:

We will pay commission to You in accordance with all applicable rules and procedures relating to compensation as set forth in the Agent Portal at the time the policy is submitted so long as You have satisfied all applicable requirements to make such submission.

You agree to promptly return, upon demand by Us, any commissions which have been paid to You by Us on any premiums which are refunded to the policyholder or for which the policyholder receives credit or which are not collectible - regardless of whether such commissions are paid before or after the termination of this Agreement.

You hereby grant to Us the right to withhold from any monies otherwise due You, any sums You owe Us, whether such sum owed results from normal business processing, or from a dishonored payment by You to Us, as a result of chargebacks or because of Your or Your employees or representatives' wrongful acts or omissions.

We may reduce any rate of commission by giving You ninety (90) days written notice, unless a longer notice is required by law, and in that event, notice will be as required by law.

11. Group P&C Program:

- a) We and You agree that except with respect to individuals qualifying for coverage in a Group P&C Program identified on Exhibit A attached hereto and made a part hereof, You are permitted to quote and bind new business that qualifies for the MetLife Auto & Home Group Insurance Program (Group P&C Program). You agree to query new customers to determine if the customer qualifies for the Group P&C Program and, if the consumer qualifies, You agree, except as set forth herein, to quote the customer in the Group P&C Program with the Group P&C premium.
- b) We and You agree that We will not use Your records to solicit policyholders for Our Group P&C Program. We and You each however, agree that there will be circumstances wherein Your policyholders will hear of Our Group P&C Program and elect to take advantage of its benefits. We and You therefore agree that notwithstanding any provision of this Agreement to the contrary, in the event a policyholder of You, which such policyholder is an eligible member of a group participating in Our Group P&C Program, contacts Us to take advantage of the benefits of Our Group P&C Program, the benefits (including applicable premium deviations) of Our Group P&C Program will be applied by Us to the existing policy record of the policyholder. The policy will be subject to the rules and procedures of and be serviced through, Our Group P&C Program. You will remain on the policy as the Producer of Record and will continue to receive commission on the policy under the terms and conditions of this Agreement. This paragraph does not apply however, to policyholders who elect to take advantage of those limited Group P&C Programs (identified in Exhibit A) administered by an agent/broker as the agent/broker "re-apps" each policy, without access to or use of the Agent's records to do so.
- c) We and You Agree that all marketing of the Group P&C Program shall be conducted by Us and not You and You agree:
 - i) To respect existing account relationships and refrain from soliciting any Group P&C Program Account directly that is identified on our Agent Portal as a group account. This provision does not apply if the Group Account has contacted you directly without your initiating the contact.
 - ii) To refrain from any and all communications or advertising or posting of notices or signs or include in any correspondence, brochure or

marketing material by any name or method any indication or statement that You are authorized to write business in the Group P&C Program unless such material is provided or authorized in writing by Us.

- iii) To respect the relationship between Us and the entities participating in the Group P&C Program and refrain from any efforts to market the Group P&C Program whether to individuals or to groups. You understand and agree that there is no Account on-site representation permitted without Our prior written approval.
- iv) That marketing of the Group P&C Program to potential Group eligibles who are not Our current customers is prohibited.

12. Dispute Resolution:

If any dispute arises between the parties and the parties cannot settle the dispute through negotiation, the parties agree to first try in good faith to settle the dispute by Mediation. Any disputed not resolved through Mediation or any dispute that the parties agree Mediation is not appropriate will be submitted to arbitration pursuant to the rules of the American Arbitration Association. The parties agree that arbitrators should have a background in insurance and/or insurance related topics. The arbitration will be conducted in a city, with a major airport within twenty (20) miles, nearest to where Your headquarters are located unless You and Us mutually agree otherwise. Expenses of the arbitration will be borne equally between the parties and the parties each agree that the determination of the arbitrator(s) will be final and binding.

13. Termination of Agreement:

This Agreement may be terminated at any time upon the mutual agreement of the parties or:

- a) By Us upon ninety (90) days written notice to You or by You upon written notice to Us; or
- b) Immediately by either party upon written notice to the other if the other is in material default on any of its obligations under this Agreement and fails to cure that default with ten business days following receipt of written notice from the other party unless in the non-breaching party's good faith opinion the impact of the default is significant and not remedied by the breaching party's curing the default, in which case cure of the default shall not impact the termination; or
- c) Immediately upon written notice to You following the sale, transfer or merger of a majority interest in Your business unless We have consented to the assignment of this Agreement.

We may suspend Your right to submit new business on notice of termination and in the appropriate circumstances We may agree to a rehabilitation plan of not

longer than six (6) months in lieu of termination if You and We agree that such rehabilitation period is appropriate.

Notwithstanding the foregoing, both parties will comply with all applicable state laws relating to agency termination and to the rights of the Agent, the Company and the policyholders.

14. Rights and Responsibilities After Termination of Agreement:

In the event of termination of this Agreement, unexpired policies will be continued in force, until expiration, subject to earlier termination in accordance with Our underwriting standards.

- a) Except where required otherwise by law, We may grant a renewal for a term not exceeding twelve (12) months, on any policy expiring during the twelve (12) month period immediately following the effective date of termination hereof, except that We may cancel or non-renew any policy for non-payment of premium, for fraud or material misrepresentation, or when in Our sole reasonable opinion the risk does not meet Our then current underwriting standards. At the expiration of this time frame, except with respect to policies that remain in the Our Group P&C Program or where other legal restrictions apply, all policies will be non-renewed by Us with the underwriting reason "agent request" or words to that effect. In the event a policyholder contacts Us and requests renewal, the policyholder will be referred to You. Only in the event that the policyholder refuses to contact You or when required by law We will honor the policyholder's request.
- b) With respect only to the servicing of policies continued in force or renewed after the termination of this Agreement, You will continue to be Our authorized representative, subject to all of the provisions of this Agreement (including those relating to modification of compensation), except that You shall not, without Our prior written approval, bind any new risk or increase or extend Our liability under, or alter the terms of any such policy.

With respect to compensation on policies continued in force or renewed after the termination of this Agreement, commission shall be subject to all the provisions of this Agreement for the policy term of policies renewed pursuant to Paragraph 14(a) hereof but thereafter commissions, if any shall be solely in Our determination.

- c) On Your request, We will provide You with a record of policies in force, including expiration dates, within ten business days of Your request.

15. Indemnification:

We will defend, indemnify, and hold You harmless from and against any and all claims, causes of action, damages, costs, expenses and liability, including defense costs, which are imposed on You by law for damages caused by Our acts or omissions, except to the extent that You have caused, contributed to or

compounded such liability by Your own act(s), error(s) or omission(s). You agree, as a condition to such indemnification, to notify Us promptly of any claim or suit against You and to allow Us to make such investigation, settlement or defense thereof as We deem prudent. You hereby acknowledge and agree that We have the express right to settle any said indemnified action whether or not You consent thereto, except that We shall not bind You to take any action or refrain from taking any action without Your express approval and consent.

You will defend, indemnify, and hold Us harmless from and against any and all claims, causes of action, damages, costs, expenses and liability, including defense costs, which are imposed on Us by law for damages caused by Your acts or omissions, except to the extent that We have caused, contributed to or compounded such liability by Our own act(s), error(s) or omission(s). We agree, as a condition to such indemnification, to notify You promptly of any claim or suit against Us and to allow You to make such investigation and defense thereof as You deem prudent. You will not however, enter into any settlement of any said indemnified act without our prior written approval and you shall not attempt in any manner to bind Us to take any action or refrain from taking any action without Our express written approval and consent.

This indemnification, and the provisions hereof, includes the liability imposed under any Federal or State Fair Credit Reporting Act or Privacy Act arising out of the Your use of Our scoring systems while acting as agent for the Company, so long as You have followed Our instructions and procedures with respect to such scoring systems.

16. Revisions to Agreement:

This Agreement may be revised by mutual agreement of the parties or by Us on ninety (90) days written notice to You. Upon Your request We agree to provide You with the opportunity to discuss with a representative of Us any revisions to this Agreement.

17. Notices:

Any notices under this Agreement must be in writing and delivered to the applicable party at the address set forth on the signature page of this Agreement or to You by Us to Your last known email address shown on Our records as provided to Us by You. If notice is sent by email, notice shall also be posted contemporaneously on the Agent Portal. If notice is mailed postage prepaid it shall be considered given on the day three (3) days after mailing. If notice is sent via email it shall be considered given on the day one (1) day after the email is sent without bounce-back and the notice is posted on the Agent Portal. If however, the sending party delivers notice by a recognized carrier which provides receipt of delivery, then in that event, notice shall be considered given on the date of delivery as shown on receipt of the carrier making delivery.

18. General Provisions:

- a) Rhode Island law shall apply to any dispute between the parties and to the respective rights of the parties.

- b) Each of the parties hereto agrees to comply with each applicable law and regulation, which govern its activities hereunder as well as the terms of this Agreement.
- c) Failure of either party to enforce or insist upon any of the provisions of this Agreement in any instance(s) will not be construed as a waiver of its right to enforce or insist upon such provision(s) either currently or in the future.
- d) If any provision of this Agreement or other applicable part thereto is held invalid, such invalidity shall not affect any other paragraph or subparagraph of the Agreement which can be given effect without the invalid provision or paragraph, and to the end the provisions of this Agreement are declared to be severable.
- e) We shall not be responsible for any expenses incurred by You, whether on Your own behalf or on Our behalf, unless previously authorized by Us in writing.
- f) You shall not be responsible for any expenses incurred by Us, whether on Our own behalf or on Your behalf, unless previously authorized by You in writing.
- g) You shall maintain Errors and Omissions Insurance Coverage, with a minimum coverage amount of \$1,000,000, and shall provide proof of such coverage to Us upon request
- h) You will maintain all records of business placed with Us for such time period as may be required by law and/or as may be directed by Us and. You will produce such records and provide testimony and cooperation, as requested by Us or Our attorneys, with respect to any dispute or proceeding for which such records, cooperation and/or testimony is deemed reasonably necessary by Us or Our attorneys. We will pay for your out of pocket expenses incurred solely due to your cooperation under this provision.
- i) We will identify You as the Producer of Record on the declaration page and shall provide You with written notice by email and on the Agent Portal at the same time notice is sent to the customer of changes, cancellations and non-renewals.
- j) We will credit Your experience records for subrogation and salvage recoveries in computing Your loss ratio.
- k) We may send and/or provide to policyholders information of general interest such as product differentiation, discount programs, broader perils, available options for deductibles, etc. Copies of all such materials will be provided to You in advance of any mailings and you may elect to have your customers excluded from any such mailing unless the customer communications are for customer related services (such as billing, claims and underwriting) and unless such communications are related to emergencies such as hurricanes and other natural disasters. Each of us acknowledges that policyholders may

utilize social media to access information about Us and that we cannot provide you with notice of all such access.

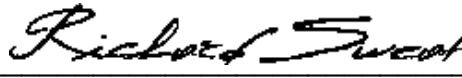
- l) Neither party shall incur any liability to the other on account of any loss or damage resulting from delay or failure to perform all or any part of this Agreement where such delay or failure is caused, in whole or in part, by events, occurrences or causes beyond the reasonable control of the parties.
- m) This Agreement, including the commission provisions and other policies and procedures set forth on the Agent Portal, each as amended from time to time pursuant to the terms of this Agreement, constitutes the entire, full and complete agreement between us and supersedes all prior agreements, written or oral, relating to the subject matter hereof. No representations, inducements, promises or agreements, oral or otherwise, not contained herein were made by either of us and none shall be of any effect.

IN WITNESS THEREOF, You indicate by Your signature and We by the signature of a duly authorized representative, the day and year indicated below.

Independent Market Solutions, LLC

Agent/Agency Full Name (Printed)

By:



Signature of Agent or Agency Representative

Richard Sweat

Print Name of Signatory

01/17/19

Date

P.O. Box 690759, Orlando, FL 32869

Print Mailing Address of Agent/Agency

1CJ4801

Print Agency Number/ID

**METROPOLITAN PROPERTY AND
CASUALTY INSURANCE COMPANY**

By: Paul E. Gavin
Signature of Authorized Representative

Paul Gavin
Print Name of Signatory

MetLife Auto & Home
Law Department
700 Quaker Lane
Warwick, Rhode Island 02886

Mailing Address of Company

01/31/19
Date

10162996v10

Exhibit A

Employees of Accounts Represented by the Following Brokers are NOT Eligible To Quote in our Group Program Because The Broker Listed Below Owns The Expirations.

Mercer Health & Benefits, Administration LLC

Fred A. Moreton & Company.

Various Credit Unions with Internal Insurance Agencies

Attachment 1

Products

Personal Lines