



Swyfft Producer Agreement

This Agreement is made on July 2nd, 2019, by and between Swyfft, LLC, 44 Headquarters Plaza, North Tower, Morristown, NJ 07960 (“*General Agent*”) and Independent Market Solutions, LLC (“*Producer*”).

Whereas, General Agent represents it is a duly registered and licensed insurance producer and has contracted with certain insurance companies (its “*insurers*”) to act as a program administrator and/or wholesaler broker on their behalf.

Whereas, Producer desires to submit applications for insurance to General Agent on behalf of its clients, and agrees as follows:

Section One. Laws – Producer warrants it has and will conduct business in accordance with all federal laws and the laws and regulations of the states in which it will operate under this Agreement. Producer further warrants it has and will maintain all licenses, permits and authorizations required by law or regulation to conduct business with General Agent. In the event that the placement of insurance through General Agent is effected on a surplus lines basis, Producer warrants that it will ensure that surplus lines affidavits, filings and taxes are properly filed in compliance with applicable laws and regulations of the jurisdictions where authorized. If applicable, Producer agrees to provide written documentation of surplus line filings and tax payments.

Producer warrants that it has completed all requested Producer Application responses accurately and with current and accurate supporting materials as required under the state law in each of the states where Producer, its sub-Producers, employees, or contractors intend to quote or submit for coverage to be bound. Specifically, the Producer acknowledges that any failure to provide complete, current, and accurate information in the Producer Application shall constitute a material breach.

Producer further agrees that it shall notify the General Agent of any change(s) in the accuracy of the Producer Application as soon as reasonably practicable, but in no event more than 7 days after the Producer becomes aware of the change(s). The Producer acknowledges that in the event that Producer has either failed to provide accurate information, or failed to maintain current and accurate information related to the Producer or its sub-Producers, employees, or contractors, the Producer shall assume full liability for any fines, fees, penalties, or costs associated with remedying regulatory compliance.

Section Two. Swyfft System Credentials – Producer agrees that General Agent shall owe no

commission on policies either quoted or submitted to General Agent to be bound for coverage unless said submission is made by a Producer while logged onto the Swyfft System, and only if said Producer has been Appointed by the relevant carrier for the business quoted and submitted to be bound for coverage by General Agent.

The Producer specifically acknowledges that Swyfft System Credentials shall not be shared, distributed, or otherwise be permitted to be used by any individual or entity other than the Producer. The Producer agrees that the Swyfft System Credentials are only permitted to be used by the individual entity or individual(s) identified in the Producer Application, and indicated in correspondence by General Agent in the Swyfft System Credential Letter. The Parties agree that no other entity or individual(s) may use the Swyfft System Credentials. In the event that the Producer has submitted, with its Producer Application, the requisite information pertaining to its sub-Producers, employees, or contractors, the Producer shall refrain, and instruct its sub-Producers, employees, and contractors from sharing Swyfft System Credentials.

The Producer acknowledges that General Agent reserves the right to suspend any Producer's, or their respective sub-Producer's, employee's, or contractor's, Swyfft System Credentials for any reason without notice. The Producer further acknowledges that General Agent reserves the right to withhold commissions otherwise payable, in the event that General Agent suspects that the Producer, or its sub-Producer, employee, or contractor, has engaged in using or allowing another individual or entity, other than one associated with that Swyfft System Credential, to either generate a quote or submit a quote to General Agent to be bound for coverage.

Section Three. Independent Contractor – Producer agrees it is not an agent or representative of General Agent or any of its insurers and no authority to act or make representations on behalf of General Agent or its insurers, including binding authority, is granted or delegated to Producer by this Agreement. General Agent and its insurers shall not be bound as to any quotation for a new or renewal policy or any endorsement to an existing policy until General Agent's position has been confirmed in writing to Producer by an authorized representative of General Agent.

The General Agent has no responsibility regarding the appropriateness and/or sufficiency of any aspect of a policy of insurance issued or written through General Agent. The producer has no obligation to place any particular insurance policy through General Agent and is free to select other companies and insurers with which to do business.



Section Four. Admission of Liability – Producer has no right or authority to and shall not admit liability or potential liability on the part of General Agent or its insurers in respect of any claim or potential claim or otherwise.

Section Five. Financing – In the event a policyholder contracts with a finance company the terms and timing of payment to General Agent shall be as set out herein. Producer acknowledges that General Agent and its insurers are not party or parties to any arrangements made by or on behalf of Producer’s clients with an entity providing financing to pay any premium due General Agent. Further, in accordance with Section Two, Producer shall not present itself as the agent or representative of General Agent or its insurers in dealing with any such entity.

Section Six. Qualified Quotes and Bound Customers – The General Agent will allow the Producer to generate quotes in compliance with all provisions of this Producer Agreement, subject to all applicable state laws and regulations.

The Parties agree that unless Parties have entered into enter into the Swyfft API License and Development Agreement, only applications for insurance submitted through the Producer’s System Credentials and not generated through any application platform integration (“API”), web browser automation, or similar mechanism, shall constitute a “Qualified Request”. Provided the parties enter into the Swyfft API License and Development Agreement, applications for insurance submitted through the Producer’s use of the General Agent’s API may constitute a Qualified Request. To constitute a Qualified Request, an application for insurance must originate from or be in response to a specific Customer Request for an insurance quote from the Producer for the line(s) of insurance offered by the General Agent. No unsolicited application of any Customer(s) for insurance submitted by or on behalf of the Producer, including but not limited to those generated through integration with the General Agent’s API, or through a mass marketing campaign, shall constitute a Qualified Request.

A Customer must receive a valid quote for coverage in response to a qualified request for insurance that was submitted by Producer to General Agent, in order to constitute a “Quoted Customer”. A Customer whose application was submitted through the Producer, logged in with their Swyfft System Credentials, and whose policy was subsequently bound with the General Agent shall constitute a “Bound Customer”.

Section Seven. Commissions – General Agent will allow Producer commission at a rate agreed at the time of binding each policy of insurance. Producer shall return to General Agent commission, at the originally allowed rate, previously retained by Producer on any unearned premium due to the cancellation of a policy of insurance or any adjustment to the premium made by General Agent under the terms of the policy of insurance. Producer shall have no right to offset or take credit for any commission or premium under one policy of insurance against any other policy of insurance placed through General Agent.

Section Eight. Audits – In the event Producer is unable to collect any additional premium due at audit, Producer may request through the General Agent that the applicable carrier undertake direct collection of the premium from the policyholder. Producer may be relieved from responsibility for payment of the additional premium provided the request is made in writing no later than sixty days from the date General Agent mailed the original bill for the additional premium to Producer. If Producer fails to make a request for direct collection by General Agent within the time period specified herein, then Producer shall pay the additional premium due to General Agent.

The provision above, Section Seven. Audits, will only be applicable if the General Agent's underlying binding authority with the applicable carrier provides such a provision or authority to the General Agent. If no such provision is contained within the underlying binding authority, then the Producer is responsible for any additional premium due from an audit.

Section Nine. Fees – Inspection fees and policy fees charged by General Agent for any policy of insurance written through General Agent shall be fully earned by General Agent upon binding of the policy and will not be returned in the event of cancellation of the policy. To effect flat cancellation of a policy of insurance Producer must either return the original policy or provide a fully executed "lost policy release" to General Agent so that it is received by General Agent within ten days of the inception date of the subject policy of insurance. Producer shall not be entitled to credit for any cancellation of a policy of insurance until proof of such cancellation has been provided to and accepted as satisfactory by General Agent.

Section Ten. Account Ownership – Provided that all premiums due General Agent have been fully paid pursuant to this Agreement, Producer shall retain full ownership and control of policy expirations for Bound Customers, provided the Producer, and its sub-Producer, employee, or contractor, has complied with all other provisions of this Producer Agreement.

Regardless of ownership, the General Agent or its duly appointed representatives shall, with reasonable notice, have access to the books and records of the Producer, its departmental or branch offices, for business produced under this Agreement. Producer acknowledges that, in the event the Producer refuses, fails, or is unable to either service or continue to service the policy, General Agent reserves the right to unwind prior grants of ownership, on a going forward basis, through a Broker-or

Record or Agent-of-Record change to allow General Agent to provide the policy holder with adequate and necessary service.

Section Eleven. Claims – Producer understands that prompt reporting of claims protects the interests of all parties. Producer shall report all claims or potential claims to General Agent, or its designated representative, promptly upon notice. Furthermore, Producer agrees to cooperate fully with General Agent and its insurers or designated representatives in the investigation and adjustment of any claim.

Section Twelve. Advertisements – Producer shall not place any advertisement, or circulate any advertising, promotional or similar materials, in any form whatsoever, bearing the name of General Agent or its insurers, without prior written consent of General Agent. In no event shall General Agent or its insurers be responsible for any cost or expenses for such advertising.

Section Thirteen. Systems – In doing business with General Agent, Producer may be provided access to General Agent's proprietary models, web applications or computer systems. Producer shall not show or demonstrate General Agent's systems without General Agent's prior written approval or provide passwords or access codes to any third party and shall keep all information regarding such systems confidential.

Producer understands the great value to General Agent of such systems and will do everything reasonably possible to protect this value. Producer acknowledges that monetary damages may not be a sufficient remedy for a breach of this provision and that General Agent shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Producer has no rights or licenses with respect to the General Agent's website or API services except as expressly provided in this agreement. If the parties agree and enter into the Swyfft API License and Development Agreement, the Producer's rights or licenses shall be limited under the Swyfft API License and Development Agreement. Without limiting the generality of the foregoing, Producer may not: (1) store, re-use, cache, aggregate, or provide to any third party responses except as expressly permitted pursuant to this agreement; (2) attempt to copy or modify the General Agent's website, data, and/or algorithm; (3) distribute, sell, rent, lease, lend, sublicense, transfer or make access to the General Agent's website, data, and/or algorithm available to any third party; (4) decompile, reverse engineer or disassemble, or otherwise attempt to discover the source code for, the General Agent's website, data, and/or algorithm; (5) use credentials to access the General



Agent's website, data, and/or algorithm other than the credentials provided by the General Agent to the Producer or attempt to use any feature or functionality of the General Agent's website, data, and/or algorithm other than the prediction functionality provided through the General Agent's website, data, and/or algorithm; (6) disseminate information or analysis (including benchmarks) relating to the performance or accuracy of General Agent's website, data, and/or algorithm; (7) remove any trademarks, logos, copyright notices, proprietary notices or labels displayed on the developer materials, the General Agent's website, data, and/or algorithm or the General Agent's service or any copies made by Producer; (8) Producer has no authority to distribute the General Agent's website, data, and/or algorithm or make it available to Customers, unless granted in a separate agreement between Producer and General Agent; or (9) use or permit the use of the General Agent's website, data, and/or algorithm or responses in connection with any product or service other than in response to a specific Customer request for an insurance quote from the Producer for the line(s) of insurance offer by the General Agent.

The Producer shall not use the General Agent's website, data, and/or algorithm in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the General Agent's website, data, and/or algorithm, including their ability to engage in real time activities through the General Agent's website. The Producer shall not use any robot, spider or other automatic device, process or means to access the General Agent's website, data, and/or algorithm for any purpose without the express permission of the General Agent. The Producer shall not use any manual process to monitor or copy any of the material on the General Agent's website, data, and/or algorithm or for any other unauthorized purpose without the express permission of the General Agent.

Section Fourteen. Term - This Agreement shall be effective as of the day and year first written above and shall continue in force and effect until terminated.

Section Fifteen. Termination - This Agreement may be terminated at any time by General Agent or Producer for any reason upon sixty (60) days written notice. Either party may terminate this Agreement immediately upon the happening of any of the following events:

- a) The insolvency, bankruptcy, liquidation, conservatorship, administrative supervision or dissolution of either party;
- b) The voluntary or involuntary appointment of a receiver or liquidator to manage the affairs of either party; and,
- c) A breach of any provision of this Agreement by either party which is not remedied within ten (10) days after written notice of such breach is given to such party.

Notwithstanding the foregoing, any Agreement with Sub-Producers shall be subject to termination by the General Agent for any reason upon thirty (30) days written notice.

In the event of the termination of this Agreement, as well as any termination of either an agreement with or an appointment of a Sub-Producer, the Producer or Sub-Producer shall be permitted to continue servicing those policies which were bound prior to the termination. Nothing in this agreement shall be construed to limit the General Agent's right to limit or restrict either the Producer's or Sub-Producer's access to the Swyfft Web-based or API platform.

Termination of this Agreement shall not affect the responsibilities of the parties as set out under this Agreement in respect of any policies bound prior to the termination date. To be effective, a notice of termination must be sent by registered mail to the address specified below or as may be amended from time to time and endorsed hereon.

Section Sixteen. Errors and Omissions - General Agent will not be responsible for the errors and omissions of Producer, provided that General Agent did not cause, contribute or compound such errors or omissions.

Producer must maintain Errors and Omissions Coverage in an amount not less than \$1,000,000 covering all operations and employees conducting the business under this Agreement. The Errors and Omissions insurance policy must be issued by an insurer rated "A- VII", or better, by A.M. Best, and a copy of the Declaration Page of the policy evidencing the existence of such policy shall be provided to the General Agent upon reasonable written request.

Section Seventeen. Indemnification –

Indemnification by General Agent

General Agent shall indemnify and hold Producer harmless from and against all claims, losses and expenses, including reasonable attorneys' fees and costs of defense and investigation, resulting from any act or failure to act by General Agent, or breach by General Agent of its obligations under this agreement, except to the extent caused by the other party. Immediately upon receipt by Producer of notice of the commencement of any action or of a threat of action, Producer shall, if a claim in respect thereof is to be made against General Agent under this section, notify General Agent in writing.



Indemnification By Producer

Producer shall defend, indemnify and hold harmless General Agent and its Insurers, their respective affiliates and subsidiaries and officers, directors, and employees from and against all claims, losses and expenses, including reasonable attorneys' fees and costs of defense and investigation, resulting from any act or failure to act by Producer, its sub-producer, employee, or contractor, or breach by Producer of its obligations under this agreement, except to the extent caused by the other party. Immediately upon receipt by General Agent of notice of the commencement of any action or of a threat of action, General Agent shall, if a claim in respect thereof is to be made against Producer under this section, notify Producer in writing.

Section Eighteen. Personal Information – Producer shall not disclose to General Agent any non-public personal financial information or non-public personal health information related to a policyholder or beneficiary, or to any consumer or customer (as such terms are defined under applicable state and federal privacy laws), except as necessary to carry out its duties and obligations to its clients under this Agreement or as otherwise required under applicable state or federal law, including, without limitation, the Gramm-Leach-Bliley Act, and any state law or regulation implementing the same.

Section Nineteen. Compliance – Producer represents that Producer is in compliance with the Violent Crime Control and Law Enforcement Act of 1994 and that Producer will not employ or continue to employ as an officer, director, employee, or other person authorized to act on behalf of Producer, any individual who has ever been convicted of any state or federal criminal felony involving dishonesty or a breach of trust or any crime under 18 U.S.C. 1033 unless the individual has obtained the prior written consent of the insurance regulatory official possessing authority over such individual. Producer shall notify General Agent promptly of any individual who has obtained such written consent.

Section Twenty. Amendments and Validity – This Agreement may only be amended in writing and any such amendment must be executed by both Producer and General Agent. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties thereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid.

Section Twenty-One. Jurisdiction – Producer hereby agrees to submit the jurisdiction of



Passaic County, New Jersey. The validity, interpretation and construction of this Agreement shall be governed by the laws of the State of New Jersey.

Section Twenty-Two. Notice – Notice to either party must be given in writing at the address contained herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above. This Agreement may be executed in two or more counterparts, each of which shall be deemed to an original, but all of which shall constitute one and the same agreement.

General Agent:

Swyfft, LLC

44 Headquarters Plaza, North Tower

Morristown, NJ 07960

Producer:

Independent Market Solutions, LLC

6675 Westwood Blvd, Suite 360

Orlando, FL 32821

Signature

X Mitch Sattler

Mitch Sattler - President

Name and Title

Signature

X Richard Swent

Richard Swent - Agent In Charge

Name and Title