



AGENCY CONTRACT

Master Code: **ODMP62**

Agency Name: **INDEPENDENT MARKET SOLUTIONS LLC**

City: **ORLANDO**

State: **FL**

Effective Date: **February 26, 2019**

1. Definitions

In this Agency Contract,

"We," "us," "our" and "Travelers" mean The Travelers Indemnity Company and its U.S. domiciled insurance company affiliate(s) that authorize you to do business under this Contract.

"You" and "your" mean the agency named above.

"Applicable Law" means all applicable local, state or federal laws or regulations.

"Contract" means this document, together with all exhibits and schedules attached hereto, and all schedules we issue from time to time.

"Policy(ies)" means any insurance policy or surety bond issued by us, including endorsements and riders. It does not include surplus lines insurance policies.

"Policyholder" means the named insured on a Policy or principal on whose behalf we have provided a surety bond.

Other defined terms used in this Contract but not appearing in this Section 1 are defined the first time they are used in this Contract.

2. General Provisions

This Contract governs the agency relationship between you and us for the business covered under this Contract. It replaces all previous written or oral contracts or agreements between you and us for such business. Separately negotiated contracts or agreements for individual accounts or specific programs are not affected by this Contract and do not modify or amend the terms of this Contract.

For the avoidance of doubt this Contract does not supersede or replace any service center or customer care center agreements (for example, where we provide Policyholders services on your behalf), that are in-force between you and us as of the effective date of this Contract.

- A. Subject to the terms and conditions of this Contract, you are authorized to act as our agent for the business(es) displayed below.

Personal Insurance

- B. You may solicit applications for Policies and bind, execute, and service Policies for the classes of business and types of risk we may authorize from time to time. This authorization is subject to our underwriting standards and rules. We may change those standards and rules at any time, and we will notify you of such changes. Unless you are granted written authority, we retain all authority to bind and execute all new or renewal Policies of the following types:
 - i. Bond & Specialty Insurance business division Policies; and
 - ii. Oil and Gas business division Policies.

If you bind coverage, you will submit a written binder, application, or written notice that the applicant has accepted an insurance proposal issued by us, or submit the Policy request to us electronically, in accordance with our established procedures, within five business days of coverage inception. Except for premiums and charges for services that we bill directly to Policyholders, you are authorized to collect premiums, deposits, and other payments for Policies and services.

- C. You are not authorized to make, alter, vary, discharge, cancel, or non-renew any Policy; extend the time for payment of premiums; waive or extend any Policy obligation or condition; or incur any liability on our behalf unless we give you written authorization to do so.
- D. We may provide Policyholders with sales and promotional material, mobile apps and other tools, and information of general interest, such as broader perils, available options for deductibles, risk control and loss reduction information, claim reporting information, payment options, and other available coverages and services.
- E. You acknowledge that your relationship to us is that of an independent contractor and we are not responsible for any of your expenses, fees or taxes. In no case will you be deemed to be or have the rights of an employee, joint venturer, or partner of ours.
- F. Any supplies that we furnish you, as well as powers of attorney and corporate seals that we furnish you, will remain our property and will be returned to us when requested.
- G. You will maintain the proper licenses to transact business for us.

If we determine that you placed business with us in a state where you do not have the proper license or appointment, upon notice from us you will promptly obtain the appropriate license and inform us when you have obtained it. You will also immediately cease placing new business with us in that state until you are properly licensed and appointed. We are under no obligation to appoint you in all states where you may want to transact business. If we request that you obtain a license or appointment in a state and you fail to do so promptly, you waive any rights you may otherwise have to that business and we will no longer recognize you as the agent of record for that business. We have no obligation to pay commission on any business for which you are not properly licensed and appointed.

You are responsible for paying any countersigning commissions, fees, or other compensation to the countersigning agent.

- H. You will comply with all instructions, company policies, procedures, processes, and underwriting rules and guidelines that we communicate to you from time to time. You will also comply with Applicable Law, including but not limited to (i) the U.S. Foreign Corrupt Practices Act or other laws relating to anti-bribery, anti-corruption and the offering of unlawful or improper inducements and (ii) those laws prohibiting discrimination based upon race, national origin, ethnic background, creed, age, sex, disability, or any other unlawful discrimination.

- I. You represent and warrant that you are not owned or controlled by, nor do you own or control, nor are you or any of your officers or directors a person or entity that is (i) on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, (ii) on any other list of known or suspected terrorists, terrorist organizations or other prohibited persons published by the United States Government, or (iii) subject to economic or trade sanctions imposed by the United States Government, which restrict U.S. companies from engaging in financial or other transactions with such entity for any reason, including but not limited to being a resident or governmental entity of a country subject to such sanctions (all of the foregoing, collectively, "Sanctions"). You will promptly notify us in writing if in the future, at any time, you or any of your officers or directors become subject to Sanctions or if you are owned or controlled by, or own or control, a person or entity subject to Sanctions.
- J. You will comply with our instructions to retain original applications, supplemental applications and other related documentation associated with requests for Policies you submit to us. You will retain these documents for the longer of the period of time that we specify or is required by Applicable Law. You will promptly provide us with these documents upon request in the form that we request. Unless otherwise directed by us, the requirement to maintain these documents may be met by retaining an electronic record of these documents, provided such electronic retention of originals complies with Applicable Law.
- K. You will promptly notify us in writing if you or one of your officers, partners, principals, owners, shareholders, employees or producers (collectively, "Personnel") is, or has been, convicted of a federal or state felony crime involving breach of trust or dishonesty, an equivalent offense in a non-U.S. jurisdiction, or any other federal or state felony crime that you are required to report to a state insurance regulator. This requirement applies whether or not we have appointed, or you have asked us to appoint, such persons.

3. Ownership of Expirations

Except as otherwise provided for in this Contract:

- A. The use and control of your expirations, including direct-bill business, your records and work product, will remain your property.
- B. We will not use our records of your expirations in the marketing of any form of insurance coverage that would abridge your rights of ownership, use and control, unless you authorize us to do so.
- C. We will not take any action that could be construed as moving a Policy from you to another one of our agents without express authorization from the Policyholder, unless required to do so by Applicable Law. A Policyholder's express statement designating another producer will be binding upon you.

4. Commissions

- A. We will pay commission at rates (i) shown in the attached commission schedule(s) or in other schedule(s) made part of this Contract (each such schedule, a "Commission Schedule") or (ii) agreed to by you and us with respect to certain types and classes of business. On Policy premiums that you collect, other than premiums we bill directly to Policyholders, you may retain commission on the amount collected. We may change any Commission Schedule on written notice to you, and the change will be effective on the date specified in the notice. We will provide at least 90 days' advance notice whenever a reduction in commission rate on a Commission Schedule is involved. If we reduce a commission rate on a Commission Schedule, we will not further reduce that commission rate for at least twelve-months after that reduction takes effect.

- B. Commission only applies to Policy premium. Policy premium means the premium amount calculated under the applicable rating manual's rules for premium determination, computation or calculation. Unless required by Applicable Law, we do not pay commission on non-Policy premium charges such as audit non-compliance charges or other penalties, service, finance or billing fees; individually identifiable state or association surcharges or pass-throughs for guaranty funds, catastrophe funds, residual markets, joint underwriting associations, quasi-public insurers or similar entities; or any individually identifiable statutory or regulatory mandated charge of any kind. This is true regardless of whether such charges are (i) being considered or classified as premium for any purpose, or (ii) included in any rate or rule filing.
- C. You will refund to us commission paid on canceled Policies and reductions in premium at the same rate we paid commission to you. You are not obligated to refund commission on collected earned premium amounts.

5. Disclosure of Contract Terms; Privacy Compliance

- A. Subject to the restrictions and requirements below, you may disclose the terms and conditions of this Contract, and the terms of any compensation arrangement between you and us, to (i) your Personnel who have a need to receive such information in connection with your authority to act as our agent as set forth in this Contract, and (ii) Policyholders and those seeking to obtain insurance from you, and (iii) your accountants and attorneys who have a need to receive such information solely in connection with their provision of services to you, and who are bound by confidentiality and non-disclosure obligations.
- B. You will comply with any Applicable Law that requires you to make any disclosure concerning the existence of this Contract, its terms and conditions, or the compensation we pay you under this Contract or otherwise. We assume no responsibility to make such disclosure on your behalf.
- C. Except as expressly set forth above, you will hold, and will ensure that your Personnel hold, the terms of this Contract and the terms of any compensation arrangement between you and us in confidence and not disclose any such terms to anyone, at any time, including any other insurer, a representative of an insurer, an unaffiliated agent or broker, or any other third party, without our prior written consent.
- D. "Personal Information" means information that identifies an individual personally or relates to an identifiable individual. Sensitive Personal Information ("SPI") is a type of Personal Information. SPI includes such information as Social Security number, driver's license number, credit or debit card number, financial account number, claim information and health or medical information. You will comply with Applicable Law relating to the privacy, confidentiality, or security of Personal Information and SPI. Specifically with regard to SPI, you will:
 - i. Implement a comprehensive written information security program. Your program will contain appropriate administrative, technical, and physical safeguards designed to protect SPI. It should address threats to the security or confidentiality of SPI, and be designed to protect against unauthorized or unlawful access or disclosure of SPI;
 - ii. Maintain appropriate access controls to SPI. These controls include limiting access to SPI to those of your Personnel and third parties who require such access;
 - iii. Train your Personnel regarding information security and the protection of SPI; and
 - iv. Using industry-standard encryption tools, encrypt all SPI when you:
 - a. transmit or send such SPI wirelessly or across public networks; and
 - b. store SPI on portable devices and storage media.

You will safeguard the security of all encryption keys associated with encrypted SPI.

You will notify us by calling our Technology Support Center at US +866-385-0549 within 24 hours following an investigation showing the likelihood that anyone has gained unauthorized access to, or otherwise acquired, SPI relating to any individual associated with a Policy. Further, you will cooperate fully with us to investigate and address any data security breach, including providing related notices.

You represent and warrant that you have the right to share any SPI you provide to us and that you have provided all applicable notices and obtained any consents that may be required.

E. The obligations set forth in this Section 5 will survive termination of this Contract.

6. Quote Data; Third Party Data; Systems Access and Use; Marks, Materials

- A. "Quote Data" means any quote, proposal or equivalent offer for a Policy, including the information that is contained in such quote, proposal or equivalent offer, other than information that was initially provided to us by you or the customer. As between the parties, the Quote Data is considered Travelers' information. If you provide, distribute or make available any Quote Data to any aggregators, comparative raters or other third parties who may use Quote Data for purposes other than in connection with soliciting, negotiating, or placing Policies for specific customers, you (a) must provide prior written notice to us; and, (b) shall be fully responsible for each such third party's acts and omissions with respect to Quote Data.
- B. "Third Party Data" means data or reports from third party sources to which we grant you access, and includes but is not limited to information regarding a Policyholder's, insured's or applicant's insurance claims, credit, other consumer reports, motor vehicle reports or any other third-party data or report. You may use such Third Party Data solely in connection with soliciting, submitting, renewing or servicing Policies. In accordance with our instructions and to the extent permitted by Applicable Law, you may share the contents of certain Third Party Data reports with Policyholders and applicants to whom the reports pertain. However, for Business Insurance Policies, you will not share any information or portions of information obtained in a driving record with any Policyholder or applicant. Except as specifically permitted above, any Third Party Data may only be used by you internally and you may not send any Third Party Data, or grant rights or access thereto, to any vendors, service providers, outsourcers, or other third parties. WE RESERVE THE RIGHT TO DISCONTINUE PROVIDING THIRD PARTY DATA IN WHOLE OR IN PART AT ANY TIME. WE DISCLAIM ANY AND ALL WARRANTIES WITH REGARD TO THE THIRD PARTY DATA, INCLUDING THAT THE THIRD PARTY DATA WILL BE ERROR-FREE, WILL BE FIT FOR A PARTICULAR PURPOSE, OR HAVE NOT BEEN SUPERSEDED BY MORE CURRENT DATA.
- C. Your access to and use of our technology resources (including, without limitation, software, web, and computer systems) made available to you by or on behalf of Travelers specifically for agent use ("Travelers Systems") is subject to the terms and conditions of Exhibit A attached hereto, which is hereby incorporated into this Contract by this reference.
- D. Your use of Marks and Materials, each defined below, is subject to the terms and conditions of Exhibit B attached hereto, which is hereby incorporated into this Contract by this reference. "Marks" means the name "Travelers," "Travelers and Umbrella design," and any other names, trademarks or logos that Travelers provides to you relating to its products and services and/or identifies in writing as being included in the Marks and Materials Terms. "Materials" mean certain materials that we may provide to you or to which you may have access relating to our products and services, such as new product announcements, guidelines, training materials, general insurance information and marketing materials.

7. Billing

A. Direct-Bill Business

For direct-bill business, we will:

- i. indicate your name prominently on all bills;
- ii. bill the Policyholder or payor directly for all premiums due us, and we will be responsible for collection of premium following your collection of any initial premium; and
- iii. pay commission in a timely manner as described in our direct bill procedures which we will furnish you upon request.

On all direct-bill business, you will:

- i. collect and remit any down payments that we require;
- ii. remit to us any premiums that you receive without deducting any commission;
- iii. return commission paid by us on premium that we do not collect at the same rate at which commission was paid to you; and
- iv. waive any right to a commission on premium due once premium collection is referred to a collection agency or any collection unit of ours.

B. Agency-Bill Business

For agency-bill business, the following terms and conditions apply:

- i. Within ten days following the end of the accounting month, we will provide you with a monthly statement of premiums for that accounting month. The statement will be based on our records, and will list premiums for individual Policies, endorsements, and premium-bearing instruments that were coded and effective for that accounting month. The statement will also list premiums for individual Policies, endorsements and premium-bearing instruments that were effective in prior months, but not previously billed.
- ii. You are obligated to remit to us all of the premium due on the monthly statement whether or not you have collected the premium. We must **receive your payment by the 15th day** of the second month following the end of the accounting month shown in the statement, in accordance with the payment procedure mutually agreed upon. If you advance premium on behalf of Policyholders, you do so at your own risk. We are not required to cancel any Policy where you have advanced premium on behalf of a Policyholder, unless (a) you have not been paid the premium you advanced on behalf of the Policyholder, (b) you make a written request that we cancel the Policy, and (c) we are permitted to cancel the Policy under Applicable Law.
- iii. If the accounting representative we assign to you receives your written request to delete a premium item from the monthly statement by the 10th day of the month in which payment is due, we will adjust the monthly statement if we determine that the premium item should not have appeared on the statement.

- iv. You are responsible for payment of any earned premium on Policies, endorsements, or premium-bearing instruments unless you return them to us for flat cancellation with evidence satisfactory to us that no coverage was afforded. If the return premium due to flat cancellation of the Policy, endorsement, or premium-bearing instrument is delayed beyond the accounting month shown in the statement, credit for the amount of any unearned premium will be included in the statement in the month we record the amount of unearned premium on our records.
- v. If a delay in issuing a Policy, endorsement, or premium-bearing instrument occurs, and we issue either a special payment invoice or an individual bill, you are obligated to remit premium to us. Payment from you on special payment invoices or individual bill is due on the date specified on the invoice or bill.
- vi. If you cannot collect additional premiums that are determined after Policy expiration and advise your assigned Travelers accounting representative in writing of that by the 10th day of the month in which the payment is due, you are relieved of the responsibility for collecting the premium. You will receive no commission on such additional premium.

C. General Billing Provisions

- i. You will hold all funds you collect or receive on our behalf in a fiduciary capacity. You will not use those funds for any purpose except as we may specifically authorize in writing. You will pay such funds to us according to the terms of this Contract. Until we receive those funds, you are responsible for their safety and bear the risk of loss. You will follow all instructions that we give you with respect to the funds you hold on our behalf.
- ii. You will cooperate and assist us in any collection effort including the collection of premium due on Policies that we refer to a collection agency or any collection unit of ours.
- iii. You do not have our authority to bind us to any premium-finance agreement or arrangement.
- iv. If you have not properly paid us premiums or other amounts for which you are responsible, or are otherwise in default in any financial obligation due us or any of our other affiliates or subsidiaries:
 - a. We may offset any funds you owe us or our other affiliates or subsidiaries against any commission or other payment we owe you;
 - b. We may require that all Policies be billed directly by us;
 - c. You grant us a security interest in your Policy expirations and appoint us as your attorney-in-fact to execute and file any form, financing statement, or other document necessary to perfect the security interest; and
 - d. We may terminate this Contract immediately by written notice to you and in such case at our election your Policy expirations and related Policyholder records become our property.

If we sell or otherwise transfer your rights to Policies, we will give you an accounting and pay you any amount we receive, net of all expenses incurred, in excess of the amounts you owe us. If we do not recover enough to offset all amounts that you owe us, you are still responsible to us for any unpaid amounts.

In the exercise of our right to collect any amounts due us through the use and control of such expirations, we will use reasonable business judgment in selling such expirations.

We will not convert all your Policies to direct-bill Policies, take a security interest in, or assume ownership of your Policy expirations, solely because of routine differences in accounting records.

- v. We will furnish you upon request information about our procedures on premium financing, Policy cancellation, direct bill, installment payments, and other collection and accounting matters.

8. Termination and Withdrawal of Authority

- A. You may terminate this Contract at any time by giving us prior written notice.
- B. We may terminate this Contract or withdraw your authority for any business indicated in Section 2.A (for purposes of this Section 8, "withdrawal of authority"), as follows:
 - i. If you are in compliance with all of your obligations to us, and all Applicable Law, by giving you 90 days prior written notice of the Contract termination or withdrawal of authority.

Provided you are in compliance with all of your obligations to us, and all Applicable Law, at your written request, we will renew for one additional annual term, any Policies expiring within a twelve-month period following the notice date of our termination or withdrawal of authority. **Your request must be received by us within 30 days of our giving you notice of termination or withdrawal of authority.** We will only renew Policies meeting our underwriting standards and pay commission at the rate in effect at the time of renewal.
 - ii. By giving written notice to you if you are not in compliance with any of your obligations to us, or all Applicable Law, provided that such termination of this Contract shall only be effective if you fail to cure your non-compliance within ten business days following the date of our notice to you.
 - iii. Without advance notice to you, if:
 - a. You abandon your business. If you abandon your business, your Policy expirations become our property; or
 - b. Your license to engage in the business of insurance is suspended or revoked by any regulatory authority. If you are unable to provide us with documentation that your license has been reinstated or the transfer of your Policyholders to another agent has been finalized within sixty days of the date your license is suspended or revoked, your Policy expirations become our property; or
 - c. We determine, in our reasonable discretion, that you have engaged in fraud or willful misconduct; or
 - d. You breach or are in default of a material provision in this Contract, and we determine that such breach or default is not capable of being cured within ten business days.
- C. Effective upon notice of Contract termination by either you or us under sub-sections 8.A. or 8.B.i above, you may not accept applications for Policies or bind any new or renewal Policies on our behalf without our prior written consent. Unless we give you other instructions, you may only bind Policy endorsements or amendments that do not change the hazard that is insured or the amount of insurance. If we give you written notice that we are withdrawing your authority to write certain types of business, these same restrictions apply to those types of business as soon as we provide that notice.

- D. If we terminate the Contract under sub-sections 8.B.ii or 8.B.iii above, as of the Contract termination effective date you may no longer accept applications for Policies or bind any new or renewal Policies on our behalf. Unless we give you other written instructions, you may not bind any Policy endorsements or amendments, or provide any other services to Policyholders with respect to their relationship with us. We may contact your Policyholders directly to provide these services on in-force Policies.
- E. After the effective date of termination or withdrawal of authority, the terms and conditions of this Contract continue to apply to post-termination Policy transactions, except that we have the right to change the accounting and collection method used. We will send written notice to you of any such change.
- F. Except for Policies renewed at your request during the twelve-month renewal option period in sub-section 8.B.i above, if we are required to renew any Policy after Contract termination or withdrawal of authority:
 - i. We will renew the Policy through you only if an insurance statute or regulation requires us to do so.
 - ii. We will not pay you commission unless an insurance statute or regulation requires us to do so, whether or not the Policy is renewed through you.
 - iii. If we are required by an insurance statute or regulation to pay you commission and we are not prohibited by Applicable Law, we may reduce the commission rate upon giving you written notice.
- G. We will furnish you a record of Policyholder names, policy numbers and expiration dates if you request it from us and have paid all balances due us.
- H. In the event of Contract termination or withdrawal of authority, we will, subject to Applicable Law, provide appropriate notice to the affected Policyholders of our intent to not renew their Policies.

9. Indemnification

- A. We will indemnify and hold you harmless for Agency Indemnified Matters. An "Agency Indemnified Matter" is a third-party claim, demand, suit, cause of action or action for civil or administrative liability, including reasonable attorney's fees and reasonable costs of investigation and defense arising as a direct result of:
 - i. Our acts, errors or omissions in preparing, processing, billing or servicing any Policy or endorsement, except to the extent that you caused, contributed to, or compounded such acts, errors or omissions;
 - ii. Failure of a Policyholder to receive notice of cancellation, non-renewal, or any notice affecting coverage on direct bill business, where we send notices directly to the Policyholder, except to the extent that you caused, contributed to, or compounded such failure;
 - iii. Our failure to comply with the requirements of the Fair Credit Reporting Act, Federal Truth in Lending Law, Fair Credit Billing Act, federal and state privacy laws, or failure to comply with the requirements of any other Applicable Law where you are using forms supplied by us, or following instructions or procedures established by us, except to the extent that you caused, contributed to, or compounded such failure;

- iv. Our acts, errors or omissions in our performance of loss control counseling, inspections, or similar work, or in the preparation of appraisals for your customers, except to the extent that you caused, contributed to, or compounded such acts, errors or omissions; or
- v. Your use of forms supplied by us, or your following instructions or procedures established by us, including forms, instructions or procedures related to the use of our insurance scoring process on new or renewal business, except to the extent that your actual or alleged liability was caused, contributed to, or compounded by your failure to properly use such forms, or follow our instructions or procedures.

You will give us written notice as soon as reasonably possible after you receive notice of an Agency Indemnified Matter, or become aware of an actual or threatened Agency Indemnified Matter. We will be entitled, but not required, to participate in or assume the defense of any action against you involving an Agency Indemnified Matter. If you fail to cooperate fully with us in the defense of such action, we will be relieved of our indemnification obligations regardless of whether or not we are prejudiced. Our indemnity obligations will survive termination of this Contract.

- B. You will indemnify and hold us harmless against Travelers Indemnified Matters. A "Travelers Indemnified Matter" is a third-party claim, demand, suit, cause of action or action for civil or administrative liability, including reasonable attorney's fees and reasonable costs of investigation and defense arising as a direct result of your acts, errors or omissions (including, without limitation, any violation by you of any term and/or condition of any exhibit hereto), except to the extent we caused, contributed to, or compounded such act, error or omission. We will give you written notice as soon as reasonably possible after we receive notice of a Travelers Indemnified Matter, or become aware of an actual or threatened Travelers Indemnified Matter. If we fail to cooperate fully with you in the defense of any action against us, you will be relieved of your indemnification obligations regardless of whether or not you are prejudiced. Your indemnity obligations will survive termination of this Contract.
- C. An indemnifying party under this Contract will not, without the indemnified party's prior written consent (which consent shall not be unreasonably withheld), enter into any settlement agreement which (i) admits guilt, fraud, liability or wrongdoing of the indemnified party or (ii) provides for any injunctive relief or damages other than money damages for which the indemnified party is indemnified.

10. Responsibility for Aggregated Business and Brokered Business

You are responsible for the acts, errors, or omissions of any person, insurance agency, brokerage, or other entity producing a Policy, submitting a Policy application, or failing to submit an application for a Policy that falls under the Master Code(s) for this Contract or any associated producer codes to which this Contract applies, regardless of whether we have appointed that person or entity. You will cause such person or entity to comply with all duties and obligations under this Contract that apply to you. You acknowledge that the failure of such person or entity to perform any duty or obligation under this Contract is the same as you not performing that duty or obligation.

11. Arbitration

- A. The parties shall attempt in good faith to resolve any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof (the "Dispute") in the ordinary course of business or by negotiation between representatives who have authority to settle the Dispute. Either party may call for such negotiation by giving the other party written notice of any Dispute not resolved in the ordinary course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall each include with

reasonable particularity (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the person who will represent that party in the negotiation and of any other person who will accompany that party's representative. Within 30 days after delivery of the notice, the representatives of both parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating parties, the negotiation shall end at the close of the first meeting of representatives described above. At no time prior to this meeting shall either side initiate an arbitration or litigation related to this Contract except to pursue a provisional remedy that is authorized by Applicable Law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of this paragraph.

- B. If the parties cannot agree to a settlement of the Dispute under sub-section 11.A above, either party may submit the Dispute to binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures before a panel of three arbitrators. Within 15 days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within 30 days of the commencement of the arbitration. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules. All arbitrators shall serve as neutral, independent and impartial arbitrators. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- C. THE ARBITRATORS HAVE NO AUTHORITY, AND ARE NOT EMPOWERED, TO (i) CONSOLIDATE ANY DISPUTES BETWEEN THE PARTIES TO THIS CONTRACT WITH OTHER DISPUTES BETWEEN ANY OF OUR AFFILIATES AND ANY OF THEIR POLICYHOLDERS OR OTHER THIRD PARTIES; (ii) AUTHORIZE, DECIDE OR OTHERWISE PRESIDE OVER CLASS-ACTION ARBITRATION OF ANY DISPUTE; OR (iii) AUTHORIZE, DECIDE OR OTHERWISE PRESIDE OVER DISPUTES BROUGHT BY YOU AS A PRIVATE ATTORNEY GENERAL. Any determination by the arbitrators that they may preside over proceedings of these types shall be beyond the arbitrators' authority and jurisdiction and shall accordingly be void. Any dispute regarding these prohibitions shall be heard and resolved by a court having jurisdiction over the parties and not by the arbitrators.
- D. This Section 11 shall not apply to compel a party to submit claims or defenses to arbitration where that party has been sued by a Policyholder or other person or organization not a party to this Contract, and, in connection with its own defense of such third-party's action, the party asserts claims or defenses against the other party to this Contract by way of cross-claim, third-party claim, counter-claim, defense or otherwise.

12. Other Provisions

- A. Neither this Contract, nor any benefit, right or obligation under this Contract, may be assigned or delegated by you, in whole or in part, without our prior written consent.
- B. We may amend this Contract by giving you 90 days prior written notice or as otherwise expressly stated herein, except for commission changes, which are governed by Section 4, Commissions. This Contract may also be amended in writing by mutual consent.
- C. Upon our written request you will make available to us or our authorized representatives your books, records and related documents for inspection and audit. You will make these available during regular business hours at the place such books and records are kept. You will, also, upon our request, promptly provide us copies of applications, Policies and related documents related to business you have with us.

- D. You will immediately notify us upon a change in your majority ownership, or your sale, assignment, transfer, merger, or other change in your control, including the sale, assignment or transfer of all or a substantial portion of your assets, or of your current or future ownership by an insurance company or an insurance company affiliate.
- E. No failure or delay by you or us in exercising any right, power or privilege under this Contract shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other right or further exercise thereof or the exercise of any other right, power or privilege.

13. Notices

All written notices required under this Contract shall be delivered as follows:

A. To us:

By email or fax to:

Travelers Agency Administration

Email: contractconsultants@travelers.com

Rightfax: 877-368-9259

B. To you:

By hand, regular mail, courier, email or fax, to such address for you in our records, unless contrary to Applicable Law.

This Contract and any amendment, addendum or other writing applicable to this Contract that requires signature will be signed by electronic signature unless otherwise instructed by us.

By signing below, you consent to be bound by this Contract and the individual signing on your behalf is duly authorized to bind you to this Contract.

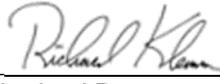
Agency

By: RICHARD SWEAT
Its Authorized Representative

RICHARD SWEAT
Name

2019-03-04 | 05:33 PST
Date

Company

By: 
Its Authorized Representative

Richard Klemm
Name

2019-03-04 | 05:33 PST
Date