



## **Azimuth Risk Solutions - Agent Agreement**

This Agent Agreement is made between Azimuth Risk Solutions (hereafter "ARS") with administrative offices at 5218 S. East St, Suite E-1, Indianapolis, IN 46227, and the party named as Agent herein ("Agent"), and shall be effective as of the Effective Date set forth below. The parties agree as follows:

Agent License: With respect to all jurisdictions in which Agent conducts its business and that require by rule or applicable law that Agent be duly licensed as an insurance agent, agency, or broker in order to lawfully transact business as contemplated herein, Agent represents and warrants to ARS that it is duly licensed and will maintain such license(s) in active status and in good standing at all times this Agent Agreement is in effect. Agent further agrees to notify ARS immediately in the event that said license is revoked or suspended, even if said revocation or suspension is temporary in nature. In addition, Agent agrees to furnish copies of such licenses upon request by ARS.

Authority: ARS authorizes Agent to (a) obtain applications for insurance policies and/or certificates ("Policies") and submit same to ARS for consideration; (b) collect and remit initial required premiums to ARS; and (c) deliver Policies issued by ARS to accepted applicants, if so requested by ARS. Relationship: The parties agree that Agent acts solely as an independent contractor and for its own account, and this Agreement shall not create an employer-employee, principal-agent, master-servant, representative, profit-sharing, or joint venture relationship or partnership of any kind between or among Agent (or any Sub-Agent) and ARS or its insurers.

Limitation of Authority: It is understood and agreed that Agent and its employees, agents, and representatives shall have no authority to, and shall not under any circumstances: (a) accept risks, pass upon insurability, or bind ARS in any way; (b) make or modify Policies on behalf of ARS or waive any of ARS's rights or requirements; (c) collect or receive premiums or renewal premiums on Policies other than the initial required premium; (d) endorse, cash, or deposit any checks or drafts payable to ARS; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of ARS;

(f) advertise or publish any matter or thing that uses any of the names, product names, trademarks, service marks, registered marks, designs, or logos of ARS, its insurers or their respective subsidiaries, affiliates, or related companies without the express prior written consent of ARS (granted or withheld at its sole discretion); (g) directly or indirectly induce, cause, or endeavor to induce or cause any Agent, General Agent, Managing General Agent, or other Agent or broker independently contracted with ARS to terminate, default under, breach, or alter its Agent contract with ARS; or induce, cause or endeavor to induce or cause any Policyholder to cancel, replace or lapse a Policy; or (h) do or perform any act or thing other than those expressly authorized herein.

Service: Agent agrees to (a) become fully informed as to the provisions and benefits of each Policy offered by ARS for which Agent solicits applications hereunder, as the same may be amended or modified from time to time by ARS and/or its insurers at their sole discretion; (b) represent such policies adequately and fairly to its clients; (c) provide all usual and customary service to Policyholders in an effort to maintain in force any business placed with ARS.



Reciprocal Indemnity: Agent agrees to indemnify and hold ARS and its insurers harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by Agent or Agent's directors, officers, employees, or agents, of the obligations of Agent under this Agreement. Likewise, ARS agrees to indemnify and hold Agent harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by ARS or ARS's directors, officers, or employees, of the obligations of ARS under this Agreement. In addition, Agent agrees to maintain errors and omissions insurance (if a US based entity) with a minimum overall maximum coverage amount of not less than \$500,000 USD throughout the term of this Agreement, and provide ARS with proof of same on an annual basis.

Service of Suit: Any litigation or arbitration shall be pursuant to Indiana Law and the venue for litigation or arbitration shall be Marion County, Indiana in the Indiana State Court or Federal District Court for the Southern District of Indiana.

Compliance: Agent agrees to abide by ARS's administrative guidelines, including modifications and updates to products and procedures or other bulletins, from the moment released by ARS which shall become, for all purposes, a part of this Agreement as if fully contained word for word herein. Agent will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify ARS of any complaints, lawsuits, orders, administrative proceedings, licensure matters, and other inquiries received from such authorities or from Policyholders relating to applications solicited and/or Policies placed by or through Agent hereunder; and will cooperate with ARS in making timely and appropriate responses.

Compensation: ARS agrees to pay commissions, as provided in the Compensation Schedule(s) incorporated herein, upon any premiums received by ARS for Policies issued on applications submitted by Agent under this Agreement and accepted by ARS. Commissions shall be considered payment in full for all services performed and expenses incurred by Agent and will be subject to charge-back and/or reimbursement with respect to any Policy subsequently rescinded, replaced, or canceled. The Compensation Schedule(s) attached, or which may hereafter be added, is/are incorporated herein and made a part of this Agreement. ARS reserves the right to change such Compensation Schedules(s) at any time upon written notice to Agent; however, no such change shall be applicable to Policies for which ARS has accepted premium prior to the effective date of such change. Commissions shall be payable and mailed by ARS by the 15th day of the month following the month in which the sold insurance has gone into effect.

Accounting: ARS will provide Agent a monthly statement of all compensation becoming due and payable since the date of the previous monthly statement. In the event ARS refunds any Policyholder's premium for which commission has been paid to Agent, Agent shall promptly refund its compensation attributable to such refunded premium to ARS. ARS is entitled to offset any unpaid amount from Agent's unpaid or future compensation.



Termination: This Agreement may be terminated for cause by ARS, immediately upon written notice to Agent, when Agent or any of Agent's employees, agents, or representatives is reasonably believed to have:

- a. misappropriated funds from any Policyholder or ARS;
- b. endeavored to induce ARS's Policyholders to relinquish or cancel Policies;
- c. interfered with the collection of any premium;
- d. engaged in fraudulent acts;
- e. been adjudged bankrupt, executed a general assignment for benefit of creditors, or committed an act of bankruptcy;
- f. had all active insurance licenses terminated by the respective insurance governing authorities
- g. otherwise acted to prejudice the interest of ARS.

Additionally, this Agreement will terminate as follows: (a) If Agent is not a corporation or partnership, the date of Agent's death; (b) If Agent is a corporation or partnership, the date the corporation or partnership is dissolved, or on the date of any change in ownership; (c) Immediately in the event of any order of suspension, revocation, or termination of Agent's license by any regulatory authority; or (d) Upon 30 days advance written notice, by either party for any other reason not listed above.

Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; however, if this Agreement is terminated for cause, no compensation, including commissions on premiums received, shall thereafter be payable to Agent by ARS, regardless of stipulations within the Compensation Schedule (s) that would otherwise consider the compensation vested and payable. If this agreement is terminated without reasons described above as "for cause", ARS will continue to pay commissions due for renewal premiums so long as the agent continues to provide service to those clients determined to be acceptable to ARS.

Right of Recovery: In the event an action or actions of intentional misconduct or negligence of the agent or agency requires ARS to retain an attorney as a result of that breach of contract, agent agrees to reimburse all applicable attorney's fees and/or court costs to ARS.

Miscellaneous: This Agreement is the entire agreement between the parties. This Agreement shall not be assigned without the prior written consent of ARS. No amendment of this Agreement shall be valid unless in writing, signed by ARS. ARS's election not to enforce any provision of this Agreement, arising from wrong-doing or failure by Agent, is neither a waiver nor a reduction of rights. All provisions herein shall be enforceable in any subsequent case of wrongdoing or failure by Agent. Any written notice required under this Agreement shall be complete upon the submission of said notice to the United States Postal Service, addressed to Agent at Agent's last known address, postage prepaid, or to ARS's administrative office mentioned herein. This Agreement shall be construed in accordance with the laws of the state of Indiana exclusive of choice of laws provisions. Any disputes involving this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association with all proceedings to be held in Indianapolis, Indiana.