

Producer Code: _____

PRODUCER AGREEMENT
ADDENDUM A

This Addendum modifies the Producer Agreement between General Agent and Producer. All remaining terms, covenants, and conditions not in conflict with this Addendum contained in the Producer Agreement are incorporated by reference. This Addendum applies only to those classes of business and Insurers listed in this addendum, and replaces any and all previous addendums or agreements relating to the specific "Class of Business", the "Insurer" and the "Rate of Commission" (collectively referred to as "Program(s)") identified below. **Your submission of new or renewal business to General Agent under the Program(s) listed below constitutes acceptance of this modification to your Producer Agreement.**

<u>Class Of Business</u>	<u>Insurer(s)</u>	<u>Rate Of Commission</u>
Contractors' Choice Contractors General Liability - Project Specific Wrap-up	Certain Underwriters at Lloyds	Per Submission Basis
Nursing Home General Liability & Professional Liability Program	Lloyds of London & Certain Carriers	Per Submission Basis
Notting Hill Healthcare General & Professional Liability Program		Per Submission Basis

Rules Applicable To The Above Programs

- No Binding Authority.** Producer has no authority to bind any Insurer under the above Program(s) or otherwise commit to or issue binders, policies, or other written evidence of insurance on behalf of General Agent or to make representations not strictly in accordance with the provisions of the policies and contracts placed under the terms of this Agreement. General Agent shall be the sole judge of whether to accept, reject, or submit to Insurer for acceptance any applications for insurance for risks submitted by Producer and shall incur no liability for failure to place any such risk. Producer and its employees will not hold itself or themselves out, expressly or impliedly, to any third party to be an agent, representative or employee of General Agent or the Insurer(s) identified in this Program Appointment.
- Commission on Per Submission Basis.** The commission rate payable to Producer for risks submitted on a "per submission basis" shall be determined by General Agent on an account-by-account basis for each risk submitted to General Agent. Producer's commission rate for each account shall be specified in the price quote provided by General Agent in response to a business submission by Producer. Producer's acceptance of the quoted commission rate is deemed complete at the time the policy is bound, unless Producer notifies General Agent in writing prior to binding.
- Premium and Accounts.** Producer guarantees the full payment due General Agent of all premiums including deposit, earned, extension and adjustable premiums, fees, plus applicable state and local taxes on every insurance contract bound or written for Producer pursuant to this Agreement. Producer shall be liable to General Agent for the payment of all premiums, fees and taxes whether or not collected by the Producer. General

PIONEER PROGRAMS

Agent's billings may take the form of binders, invoices or statements. The net balance will be due and payable as indicated on such billings and may vary based upon the credit terms of the issuing company. The omission of any item(s) from a monthly statement or separate invoice shall not: (1) affect the Producer's responsibility to account for and pay all amounts due; (2) prejudice the rights of General Agent to collect all amounts due from Producer; and (3) extend the time within which Producer must make payment. Producer's obligation to make payment to General Agent is not contingent upon the issuance of a policy. Any credit extended to the insured or others shall be at the sole risk and responsibility of the Producer unless agreed to in writing by General Agent. Producer shall be liable to General Agent and shall pay return commissions at the same rate as originally allowed to Producer for all return premium adjustments or cancellations, including return premium on cancellations ordered or made by the Insurer or Finance Company. Such return commission shall be paid to General Agent by the due date indicated on the billing document. If a return premium becomes due under any contract of insurance and General Agent has been issued a credit, or payment has been rendered for such premium by the Insurer, General Agent will pay to Producer such return premium less the unearned portion of any commission previously retained by the Producer.

4. Record Retention. Producer is responsible for retaining the original signed application from applicant for a minimum of five (5) years after execution, and agrees to produce the same to General Agent upon written demand within five (5) business days.
5. Wholesale Business Acceptable. Producer is authorized to serve in the capacity of a wholesale broker and submit risks to General Agent that are developed by independent retail agents and brokers (Sub-producers). When acting in the capacity of a wholesale broker, Producer agrees to jointly and severally indemnify, defend and hold harmless General Agent, its Insurer(s), claims administrators, and servicing companies (affiliates) against any and all liability, costs, and/or damages General Agent and its affiliates shall incur, which result from, arise out of, or relate to any dispute, including allegations of negligence or other unlawful conduct including violation of insurance laws, on the part of Sub-producers.
6. Surplus (Excess) Lines Business. Producers who submit risks not domiciled in California to General Agent for placement on a non-admitted (surplus lines) basis in Producer's capacity as a surplus lines broker must possess a valid surplus lines broker's license issued by the state where the risk is domiciled. When acting in its capacity as a surplus lines broker, Producer is responsible for compliance with all state surplus lines laws and procedures, including, but not limited to, all filings, taxes, fees, etc. as required by surplus lines associations or other regulatory agencies. Producer shall be responsible for the collection of all applicable surplus lines taxes and fees, and shall remit the same to the state and surplus lines bureau in which the risk is domiciled. Producer must provide a copy of the filing to General Agent immediately upon its preparation, and such preparation must be done in accordance with the time frame allowed by the applicable state where the risk is domiciled.
7. Non-Exclusivity Of Appointment: Nothing contained in the Producer Agreement or this Program Appointment shall be construed as requiring an exclusive relationship between General Agent and/or any Insurer(s) identified in this Program Appointment or that Producer is obligated to submit applications for the insurance products identified herein.

Professional Liability Insurance

The Producer agrees to purchase a professional liability insurance policy with limits no less than the following amount for the following products:

- \$1,000,000 each claim
- \$1,000,000 annual aggregate

PIONEER PROGRAMS

This professional liability policy shall be maintained during the entire period of this Agreement. Producer shall furnish the General Agent certificates of insurance evidencing such coverage upon request.

Producer's acceptance of this Program appointment(s) and/or modification of Producer's Program appointment(s), including Producer's agreement to be bound by any and all conditions, restrictions, commission rate(s), underwriting guidelines, requirements and limitations specific to the Program(s) herein shall be conclusively established when Producer, subsequent to receipt of this Addendum, submits one or more applications for insurance to General Agent for placement of insureds with the Program(s) specified in this Addendum. Where Producer's appointment to one or more Programs identified in this Addendum is terminated, Producer agrees to immediately discontinue solicitation of new business and shall not submit applications for said Program(s).

This addendum shall be effective at 12:01 a.m. Pacific Standard Time, on the date executed by the **General Agent** below and shall remain in force until modified, terminated or replaced by **General Agent**.

GENERAL AGENT: PIONEER PROGRAMS INSURANCE SOLUTIONS, LLC
201 South Lake Avenue, Suite 806, Pasadena, CA 91101

By: _____ Title: CEO Date: _____
Carole Fleischman

PRODUCER: _____ (Name as appears on license) _____ (Federal Tax ID or Social Security #)

Business Name

Address

Telephone Number

Address

Facsimile Number

Address

E-mail Contact

By: _____ Title: _____ Date: _____

Print Name: _____