

MY INDEPENDENT AGENT PROGRAM AGREEMENT

This My Independent Agent Program Agreement (“**Agreement**”) between INSURANCE PRO AGENCIES, INC., an Illinois corporation (“**IPA**”), and _____, a/an _____ (the “**Agent**”), is dated the 1st day of _____, _____, in exchange for good and valuable consideration and mutual promises as described in this Agreement and will continue until terminated. IPA owns the MyIndependentAgent.com website and brand (“**MIA**”) and is in the business of providing access to insurance markets and the Agent is a licensed insurance producer. The parties have determined that it is mutually beneficial to enter a business relationship in which IPA will provide support services and access to markets for the Agent’s referred leads in exchange for a percentage of commissions generated by the Agent. IPA and the Agent therefore agree as follows:

ARTICLE 1 – REFERRALS

- 1.1 **Referral Platform Access.** The Agent may refer or submit leads to the carrier, wholesaler, managing general agent and brokerage group IPA offers (“**IPA’s Carriers**”) using IPA’s designated intake methods and website landing pages. The Agent acknowledges that their role is strictly to refer opportunities and that IPA’s Carriers will handle all quoting, policy issuance, renewals, cross-sells, and customer service.
- 1.2 **Marketing.** The Agent may market independently provided that all marketing materials strictly adhere to IPA’s guidelines including the proper usage of any logos or brand assets of IPA’s Carriers.

ARTICLE 2 – OWNERSHIP

- 2.1 **Book of Business Ownership.** During the term of this Agreement, the Agent will maintain 100% ownership of its accounts placed with IPA’s Carriers which will entitle the Agent to commissions, the use and control of policy expirations, and the ability to sell or transfer its accounts, all in accordance with the terms and provisions of this Agreement.

ARTICLE 3 – COMMISSIONS & PAYMENTS

- 3.1 **Onboarding Fee.** Upon the execution of this Agreement, the Agent shall pay a non-refundable setup fee of \$500 to IPA which includes account creation, training resources and platform integration.
- 3.2 **Commission Split.** Any commissions earned on any of the Agent’s referrals that result in written or renewed policies with IPA’s Carriers will be split at a rate of 80% to the Agent and 20% to IPA.
- 3.2 **Commission Sharing Cap.** The Agent may elect to cap the amount of commissions shared with IPA once the Agent has generated an average of \$7,500 in monthly gross commissions (the “**Cap**”) received from IPA’s Carriers for a rolling 12-month period, with 30 days’ written notice to IPA. When the Cap goes into effect, IPA’s monthly commission share will be locked-in at 20% of the Cap and the Agent will receive 100% of all commissions above IPA’s fixed share each month for the duration of this Agreement.
- 3.3 **Payment & Accounting of Commissions.** The Agent acknowledges and agrees that all gross commission payments from IPA’s Carriers will be paid to IPA. IPA shall pay and give an accounting of commissions to the Agent within approximately 30 days following IPA’s receipt of the commissions and detailed reports from IPA’s Carriers. IPA

reserves the right to deduct from the Agent's commissions any amounts owed to IPA, IPA's Carriers, or service providers obtained through IPA. The Agent agrees to authorize IPA to debit the Agent's account if there is a negative amount payable after the accounting of commissions.

ARTICLE 4 – AGENT RESPONSIBILITIES

- 4.1 **Insurance Licenses.** The Agent shall maintain active insurance licenses as required by law and will not refer leads for any lines of insurance it does not hold an active license for. The Agent will provide copies of all licenses to IPA prior to the date of this Agreement and upon each renewal without any further request. If required by the Agent's domicile State Division of Insurance, the Agent shall maintain an active insurance producer or business entity bond and provide a copy to IPA prior to the date of this Agreement and upon each renewal without any further request.
- 4.2 **E&O Insurance.** IPA does not require the Agent to maintain an active errors and omissions insurance policy as the Agent is not acting as an insurance advisor under this Agreement. However, if the Agent chooses on its own to give insurance advice or operate beyond simply referring a lead to IPA's Carriers, the Agent agrees to obtain errors and omissions insurance with IPA listed as an additional insured and to provide IPA with a copy of the policy annually. The Agent agrees to fully indemnify IPA for all loss or damage, including litigation costs, and reasonable attorneys' fees arising from any claim for which they have not maintained proper errors and omissions coverage.
- 4.3 **Expenses & Taxes.** The Agent will be responsible for all its own expenses including but not limited to lease, utilities, furniture, phone, computer, signs, advertising, lead generation, marketing, all taxes including quarterly income, state and federal taxes, federal or state unemployment contributions, FICA and self-employment taxes.
- 4.4 **Employees & Producers.** The Agent will be responsible for its own employee payroll and the cost of workers' compensation insurance. The Agent shall pay all commissions to producers that it hires according to its agreement with them. IPA will have no obligation, of any kind, either during or after the termination of this Agreement to the employees, producers, or any other third party acting on behalf of the Agent.
- 4.5 **Customer Service.** IPA's Carriers have licensed professionals who will handle all quoting, policy issuance, renewals, cross-sells and customer service for the Agent's accounts. The Agent agrees to direct its customers to IPA's Carriers for any customer service-related matters without any involvement of the Agent or its staff.

ARTICLE 5 – SALE OR TRANSFER

- 5.1 **Agency Perpetuation.** At any time after the date of this Agreement, the Agent may sell or transfer any or all of its accounts placed with IPA's Carriers to licensed immediate family members or an employee who has worked in the agency for at least one year, only after the Agent has obtained, in advance, the written consent of IPA, which cannot be unreasonably withheld. Any sale or transfer to an immediate family member or an employee who has worked in the agency for at least one year is not subject to the right of first refusal but is subject to the acquiring party entering into an Independent Insurance Agent Agreement with IPA on or before the date of sale or transfer.
- 5.2 **Agency Sale.** At any time after the date of this Agreement, the Agent may sell or transfer any or all of its accounts placed with IPA's Carriers to a third party, other than an immediate family member or employee who has worked in the agency for at least one year, subject to the following:
- 5.2.1 **IPA's Right of First Refusal.** If at any time during the term of this Agreement, the Agent receives a genuine, good faith offer to purchase its accounts placed with IPA's Carriers, the Agent shall immediately send written notice to IPA of the offer and all its terms along with copies of all related documents. IPA shall have the right to purchase the Agent's accounts on the same terms and at a price equal to the original offer plus 10%. IPA shall have 30 days from receipt of the Agent's offer notice to conduct its due diligence and to provide the Agent with

written notice of IPA's intent to exercise or decline its right to purchase. The due diligence period may be extended beyond 30 days, for a reasonable period at IPA's discretion, if the Agent does not provide IPA with requested information in a timely manner. If IPA exercises its right to buy, it shall close on the purchase of the Agent's book of business within 60 days of IPA's notice of intent to purchase.

- 5.2.2 **IPA Declines to Purchase.** If IPA declines its right to purchase the Agent's book of business, the Agent will have the right to sell its accounts to a third party on the same terms and price described in the original offer provided to IPA, but not on any other terms or price, and according to the following conditions:
- (a) **Acquiring Party Contracts with IPA.** IPA will approve the transfer of the Agent's accounts to the acquiring party upon receipt of a copy of the details of the sale or transfer from the Agent, including any buy-sell agreement, and contingent upon the acquiring party meeting IPA's qualifications and entering into an Independent Insurance Agent Agreement with IPA on or before the date of sale or transfer. Any sale or transfer to an acquiring party that is already contracted with IPA must first be approved in writing by IPA.
- 5.2.3 **Heirs Cannot Find a Buyer.** If the Agent, or its heirs, wish to sell the Agent's insurance book of business but cannot find a buyer, they may provide IPA with written notice of intent to sell. Upon receipt of the notice of intent to sell, IPA will have the option, but not the obligation, to negotiate a mutually agreed upon market price for the Agent's accounts. If IPA declines to purchase, or a price cannot be mutually agreed upon, IPA may otherwise at its discretion, assist the Agent, or its heirs, in finding a qualified buyer.
- 5.3 **Corporate Structure.** The Agent shall provide IPA with 30 days' written notice prior to any changes to its corporate structure or prior to any merger or consolidation of the Agent's insurance business with any other entity.
- 5.4 **Continuation of the Agreement.** At any time after the date of this Agreement, IPA may sell, transfer, or assign the rights and benefits given to it under this Agreement to a third party. The Agent acknowledges and consents that it is the intent of the parties to permit this Agreement to survive any sale of assets, merger, consolidation, or other change in the corporate structure of IPA. In the case of any such transfer, due notice shall be provided to the Agent.

ARTICLE 6 – TERMINATION

- 6.1 **Separation.** At any time after the date of this Agreement, either party may separate and terminate this Agreement without cause on the following terms and conditions:
- 6.1.1 **Agent Separates.** If the Agent elects to terminate this agreement without cause, the Agent shall provide IPA with 30 days' written notice of separation and the Agent will have the ability to rewrite or otherwise move its accounts to carriers outside of IPA's Carriers. This Agreement will terminate on the 31st day from the date the notice was sent.
- 6.1.2 **IPA Separates.** If IPA elects to terminate this agreement without cause, IPA shall provide the Agent with written notice of separation in accordance with the schedule below. The length of separation notice and the number of subsequent monthly commission payments owed to the Agent will be based on the Agent's premium volume with IPA's Carriers at the time that notice of separation is given. The Agent will have the opportunity to rewrite its accounts with carriers outside of IPA's Carriers both during and after the separation period. IPA will continue to provide the Agent with an accounting and payment of commissions during the notice period. This Agreement will terminate at the end of the separation period unless the Agent notifies IPA with 15 days' written notice before then to stop the monthly accounting of commissions and to terminate this Agreement.

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|-----------------------------------|-----------------------|------------------------------|------------------------------|----------------------|
| Agent's Premium Volume | < \$100,000 | \$100,000 - \$499,999 | \$500,000 - \$999,999 | \$1,000,000 + |
| Separation Notice Required | 90 Days | 1 Year | 2 Years | 3 Years |
| Monthly Payments to Agent | 3 Months | 12 Months | 24 Months | 36 Months |

- 6.2 **Material Breach.** This Agreement shall terminate immediately upon the material breach of this Agreement by either party. Written notice of the material breach and termination shall be sent to the breaching party and this Agreement will terminate on the date the notice was sent.
- 6.3 **Termination For Cause.** IPA may immediately terminate this Agreement for cause upon the occurrence of any of the following:
- 6.3.1 **Abandonment.** The Agent abandons its independent insurance agency operations.
- 6.3.2 **Fraud.** The Agent commits any form of theft or misappropriation of insurance premiums, forgery, or misrepresents information on insurance applications.
- 6.4 **Agent Goes Out of Business.** At any time after the date of this Agreement, the Agent may elect to voluntarily relinquish its book of business and terminate this Agreement without a sale or transfer by giving written notice of voluntary termination to IPA. This Agreement will terminate on the 31st day from the date the notice was sent.
- 6.5 **Agent Retires.** Once the Agent has achieved a premium volume of \$1,000,000 or more with IPA's Carriers, the Agent may elect to retire at any time, without a sale or transfer, by giving written notice of retirement to IPA. The Agent will continue to receive a monthly accounting and payment of commissions from IPA for 3 years. This Agreement will terminate at the end of the 3-year period unless the Agent notifies IPA with 15 days' written notice before then to stop the monthly accounting of commissions and to terminate this Agreement.
- 6.6 **Date of Sale.** Subject to Article 5, if there is a complete sale or transfer of the Agent's accounts, this Agreement will terminate upon the date of sale or transfer.
- 6.7 **Death or Disability with No Successor.** This Agreement shall terminate upon the death or total disability of the principal(s) of the Agent's insurance agency business with no successor, subject to the Agent's heirs or authorized representative providing written notice to IPA of a sale or transfer in accordance with Article 5, or medical documentation to IPA's satisfaction of the nature and extent of the illness or injury, within 60 days. For the purposes of this Agreement, total disability shall mean any permanent or long-term physical or mental illness or injury that materially impairs the principals' ability to operate its business.
- 6.8 **Effect of Termination.** After the date of termination of this Agreement for any reason, the following will take effect:
- 6.8.1 **No Further Commission Payments.** The rights in Article 2 granting the Agent the ability to sell or transfer its accounts shall expire and IPA will have no further obligation to pay the Agent for commissions received on any of its accounts remaining with IPA's Carriers.
- 6.8.2 **Agent May Rewrite Policies.** The Agent may rewrite its accounts with carriers outside of IPA's Carriers.
- 6.8.3 **Agent Retains Ownership of Prospect Lists.** The Agent will retain ownership of any leads and prospect lists it utilized during the term of this Agreement. IPA shall not directly solicit the Agent's leads or prospects for insurance products or services for a period of two years after the termination of this Agreement. This restriction on IPA does not apply to communications initiated or maintained by IPA's Carriers or to the Agent's leads, prospects or clients who continue to engage with IPA's Carriers independently after termination. IPA does not

control the marketing practices of its carrier or quoting platform partners and shall not be held liable for such outreach.

ARTICLE 7 – LIABILITIES

- 7.1 **Independent Contractor.** The Agent will have exclusive control over its business, office functions, day-to-day activities, and will function strictly as an independent contractor and not as an agent, joint venture, or partner of IPA. The Agent is not an employee of IPA and will not be construed as such for unemployment purposes or for state and federal tax filings.
- 7.2 **Prior Non-Compete.** The Agent and any producers it hires may have certain obligations with former insurance carriers, market access providers or agencies that may impact the business that the Agent is authorized to solicit. The Agent hereby represents and warrants that referring leads or clients to IPA's Carriers and the solicitation or acceptance of new business will not violate the terms of any contractual, legal or other obligation with any third party, and that the Agent will make whole or otherwise indemnify IPA and all of its officers, directors, employees, successors and assigns from any losses, liabilities, damages, taxes, expenses, reasonable legal fees and disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties arising from or relating to third party claims, demands, actions or threat of action arising from or relating to the Agent's actual or alleged breach of a contractual, legal or other obligation with any third party.
- 7.3 **Limited Authority.** It is understood that the Agent is an independent contractor and has no right or independent authority under this Agreement to contract, assign, encumber, or act in any way or manner that would cause IPA or MIA to incur any form of financial liability or legal obligation. Any liabilities incurred by the Agent will become the sole responsibility of the Agent.
- 7.4 **Confidential Client Information.** The Agent will have access to significant confidential client information during the term of this Agreement and the Agent agrees that all necessary and reasonable steps will be taken to assure that this information is not disclosed, breached, accessed, or compromised in any way by the Agent, its employees, producers, or third parties and shall indemnify or otherwise hold harmless IPA for any such failure or breach.
- 7.5 **Carrier Access Authority.** The Agent shall not in any way provide access to IPA's Carriers to any broker, solicitor, sub-agent or producer who does not have an exclusive agreement with the Agent.
- 7.6 **Hold Harmless.**
- 7.6.1 **The Agent Indemnifies IPA.** The Agent shall indemnify and hold IPA harmless against any and all losses and liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure to act, of the Agent, its employees, producers, sub-contractors or assignees, including all claims relating to the injury, disability or death of any person or damage to any property.
- 7.6.2 **IPA Indemnifies the Agent.** IPA shall indemnify and hold the Agent harmless against any and all losses and liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure to act, of IPA, its employees, producers, sub-contractors or assignees, including all claims relating to the injury, disability or death of any person or damage to any property.

ARTICLE 8 – RESTRICTIVE COVENANTS

- 8.1 **No Policy Transfers to the Same Carriers.** IPA holds master contracts with IPA's Carriers and must thereby comply with and fulfill all terms and conditions of those contracts. Those contracts and the associated business relationships is what permits the Agent to place its business with IPA's Carriers. In recognition of this unique value, the Agent acknowledges the benefit and consideration provided by IPA and recognizes and accepts the economic loss should the Agent affect the placement or transfer of business with any of IPA's Carriers. Accordingly, for the term of this Agreement and for a period of two years following the termination date of this Agreement, the Agent and all respective members, officers, producers and employees agree to and accept that they shall not directly or indirectly transfer any policies that the Agent referred to IPA's Carriers to the same carriers under a direct appointment or through another market access provider, broker, or agency, including but not limited to policy list transfers and Broker of Record changes.
- 8.2 **Confidential IPA Information.** The Agent will have a copy of this proprietary Independent Insurance Agent Agreement, in addition to other confidential information and data, during the term of this Agreement and will treat this Agreement and its contents and all associated information as confidential and take all necessary and reasonable steps to assure that this information is not disclosed, breached, accessed, or compromised in any way by the Agent, its employees, producers, or third parties to the detriment of IPA. The Agent shall not use, make or sell, for any purpose, any product or service or other item derived from this proprietary Agreement. The parties agree that this covenant of confidentiality extends beyond the termination of this Agreement.
- 8.3 **Non-Interference.** The Agent agrees that during this Agreement, and for a period of one year after its termination, the Agent will not solicit, assist, encourage, or induce any other agent to terminate their Agreement with IPA.
- 8.4 **Injunctive Relief.** The Agent acknowledges that any violation by the Agent of any covenants or promises made in this article would result in damages that would be difficult to ascertain and could not be immediately satisfied by money damages. Such actions would cause irreparable injury to IPA's business. Accordingly, the Agent agrees that IPA will be entitled to immediate injunctive relief and all other available remedies for any breach or threatened breach of these provisions.

ARTICLE 9 – DISPUTE RESOLUTION

- 9.1 **Binding Arbitration.** The parties shall settle any dispute arising out of this Agreement by binding arbitration (other than claims for injunctive relief). An award of arbitration may be confirmed in a court of competent jurisdiction. Before initiating arbitration, both parties agree to attempt good-faith resolution through a 15-day informal negotiation period, followed by an optional third-party mediation.
- 9.2 **Governing Law.** The Agreement shall be deemed to have been executed in the State of Illinois and such state laws will govern this Agreement in all respects without consideration to any conflict of laws principles.
- 9.3 **Venue.** Venue of any proceeding will be placed in the State of Illinois, County of Cook, and all parties waive any objection to venue.
- 9.4 **Bifurcation of Issues.** If any claim or controversy involves a demand for injunctive or other equitable relief, or cross-claim for such relief, and a lawsuit is filed in a court of competent jurisdiction, it is agreed between the parties that the litigation will be bifurcated to the extent feasible, to the end that all issues other than those required to be determined by a court of law will be determined by arbitration as described in this article.

ARTICLE 10 – GENERAL PROVISIONS

10.1 Notices.

10.1.1 **Delivery.** All notices called for in this Agreement must be in writing, signed by the sending party, and delivered by one of the following methods: (a) personal delivery; (b) email; (c) certified or registered mail, in each case postage prepaid and return receipt requested; or (d) by a nationally recognized overnight courier with all fees prepaid and signature required.

10.1.2 **Addresses.** For a notice under this Agreement to be valid, it must be addressed to the receiving party at one or more of the addresses listed below for the receiving party or to any other address designated by the receiving party in a notice in accordance with this section 10.1.

If to IPA:

Mailing: Insurance Pro Agencies, 1016 W Jackson Blvd #1022, Chicago, IL 60607

Email: *Notices@InsuranceProAgencies.com*

If to the Agent:

Mailing: _____

Email: _____

10.2 **Agreement Variations.** The Agent acknowledges that IPA may make variations to and operate under different versions of this Agreement, and consequently, the rights and obligations of other agents may differ materially from those of the Agent. Any variance in rights or obligations of one agent has no effect on the rights, obligations, promises, and covenants of the Agent under this Agreement.

10.3 **Force Majeure.** Neither party shall be liable for any failure or delay in performing obligations under this Agreement due to events beyond their reasonable control, including but not limited to acts of God, natural disasters, governmental actions or regulatory changes. IPA's obligation to pay commissions to the Agent is contingent upon IPA's continued receipt of commissions from IPA's Carriers. If commission payments cease due to factors outside of IPA's control, IPA's obligation to the Agent will be suspended accordingly. In the event of any online platform failure or quoting vendor disruption, IPA will make commercially reasonable efforts to restore services but shall not be held liable for downtime caused by third-party vendors.

10.4 **Waiver or Modification.** No waiver or modification of any term of this Agreement will be effective unless in writing and signed by the parties. Waiver of any breach will not operate as a waiver of any subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting a subsequent breach.

10.5 **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, in whole or in part, for any reason, it will be modified or deleted to make the balance of this Agreement, as modified, valid, legal and enforceable.

10.6 **Section Titles.** The section titles used in this Agreement are for reference and convenience only and do not explain, modify, interpret, or expand the provisions of this Agreement.

- 10.7 **Counterparts.** The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.
- 10.8 **Entire Agreement.** This Agreement represents the sole and entire agreement between the parties and supersedes all other oral or written agreements between them.

The parties are signing this Agreement on the date stated in the introductory clause.

INSURANCE PRO AGENCIES, INC.

By: _____

By: _____

Dave O'Reilly
Officer / Director of Operations

