

## AGENCY PRODUCER AGREEMENT

This Agency Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and among WE CARE INSURANCE, Inc, a Nebraska corporation ("WCI") and \_\_\_\_\_, ("Agent"). WCI and the Agent are sometimes individually referred to as "Party" and collectively as "Parties".

### RECITALS

WHEREAS, Agent is an insurance agency independently existing as a \_\_\_\_\_ (IE Corporation, LLC, Sole Proprietor, etc) under the laws of the state of Nebraska;

WHEREAS, Agent desires to contract with WCI to serve as an independent insurance agent of WCI, and WCI desires to contract with Agent whereby Agent will serve as an independent agent of WCI, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Engagement. WCI hereby engages Agent and Agent hereby accepts the engagement of WCI to serve as an independent insurance agent of WCI in connection with the insurance products sold by Agent ("Engagement") pursuant to the terms of this Agreement.
2. Term. The term of this Agreement shall commence as of \_\_\_\_\_, 20\_\_\_\_, or on such other date as WCI and Agent mutually agree, and shall thereafter continue until for a period of one (1) year, unless terminated earlier pursuant to the remaining provisions of this Agreement ("Term"). This Agreement shall automatically renew for successive one (1) year terms following the conclusion of the original Term unless either Party provides written notice of its intent to terminate this Agreement within thirty (30) days of the conclusion of the current Term.
3. Independent Contractor. Agent shall be retained as an independent contractor and shall not be considered under the provisions of this Agreement or otherwise as having employee status. Agent and its owner/affiliate, \_\_\_\_\_ ("                    "), acknowledge and agree that they are not an employee of WCI for any purpose, including but not limited to payroll and employment tax withholding and reporting. As such, Agent and/or \_\_\_\_\_ agrees to pay any and all federal, state and local taxes of Agent and/or \_\_\_\_\_, including self-employment taxes levied on account of the services performed by Agent and/or \_\_\_\_\_ pursuant to the terms and provisions of this Agreement. Agent and \_\_\_\_\_ also understand that they are not entitled to unemployment compensation and/or workers compensation and hereby waive any claim to such with the understanding that neither Agent nor \_\_\_\_\_ is an employee of WCI.
4. Compensation. As compensation to WCI and Agent under this Engagement, WCI and Agent agree to divide all commissions received for insurance products sold by Agent though WCI ("Commissions") as follows:

(a) Eighty percent (80%) of all Commissions received during the Term of this Agreement with respect to new business and renewal business placed by Agent shall be allocated to Agent; and

(b) Twenty percent (20%) of all Commissions received during the Term of this Agreement with respect to new business and renewal business placed by Agent shall be allocated to WCI.

The Compensation set forth in this Section 4 shall be defined with more specificity by the Compensation Plan which is attached hereto as Exhibit "A" and incorporated herein by this reference.

5. Expenses and Office Space. During the Term of this Agreement, WCI agrees to provide Agent with access to HubSpot, the office management system, with Agent reimbursing WCI for the amount of licenses requested and use of all agency contracts with insurance companies represented by WCI. Unless expressly stated in this Section 5, Agent shall pay any and all expenses in connection with the operation of its business, including without limitation licensing fees, office, office furnishings, office supplies and errors and omissions insurance. Agent shall not cause WCI to incur any indebtedness in connection with the operation of Agent's business under this Agreement.
6. Manuals, Forms and Training. WCI shall provide Agent with manuals, forms, records, and such other materials which WCI provides other independent agents. All such property furnished to Agent by WCI shall remain the property of WCI and shall be returned to WCI in good condition upon termination of this Agreement. WCI may offer to Agent, from time to time, training, counsel, and guidance based upon WCI's accumulated experience in the sale and servicing of insurance business. However, it is understood that Agent may reject or accept such offers at Agent's discretion.
7. License and Insurance Required. Agent shall be responsible for securing and keeping in effect any required license(s) to represent WCI under this Agreement. Agent shall not solicit any lines of insurance unless Agent has the required license authorizing it to do so. Agent shall comply with all applicable insurance laws and regulations with respect to the Engagement. Agent shall obtain general liability and "errors and omissions" insurance during the Term of this Agreement, at Agent's sole expense, and shall provide proof of such insurance policies to WCI upon request. To the extent reasonably requested by WCI, Agent shall furnish a fidelity bond on such terms as WCI may require, and the premium for such bond shall be paid by Agent.
8. Ownership of Business. All insurance policies sold by Agent and all documents relating to those policies, including without limitation files and electronic data relating to Agent's customers, shall be the sole and exclusive property of Agent and shall constitute a trade secret of Agent's business (hereinafter "Agent's Business"). Similarly, Agent understands, covenants and agrees that all insurance policies sold by WCI or another Agent of WCI, which are currently in effect or which are written after the date of this Agreement, shall be the exclusive property of WCI or the other agent, as the case may be, and all documents relating to those policies (including without limitation files and electronic data relating to customers) shall be considered a trade secret of WCI or the other agent, as the case may be. Except with respect to Agent's Business, any and all records of whatever nature furnished by WCI to Agent shall remain the property of WCI.

9. Fringe Benefits. Acknowledging that Agent is engaged in Agent's separate business and shall not at any time be considered an employee of WCI, \_\_\_\_\_ shall not be entitled to participate in any group health insurance, dental insurance, disability insurance, life insurance or other fringe benefit or employee benefit plans established from time to time by WCI for the benefit of its employees. Notwithstanding the foregoing sentence and to the extent allowed for by law, WCI and \_\_\_\_\_ may negotiate for \_\_\_\_\_'s and his spouse's participation in WCI's fringe benefits at \_\_\_\_\_'s expense.
10. Retention of Business. Agent hereby covenants and agrees to use its best efforts to retain existing business and acquire new business during the Term of the Agreement so as to promote WCI's reasonable expectations with respect to the Engagement.
11. Restrictive Covenant. In light of the access to confidential information and trade secrets during the term of this Agreement, including the access to customers which may be granted during the term of this Agreement, the Parties hereby covenant and agree that for a period of two (2) years after termination of this Agreement, the Parties shall not:
- (a) Directly or indirectly solicit insurance business from any customers of the other Party, for itself or for any other person, organization, firm, business or institution. For purposes hereof, customers shall include all persons and organizations for whom the other Party performs or has performed services in the course of its business within the thirty-six (36) months preceding termination of this Agreement; and
- (b) Directly or indirectly solicit, induce, or attempt to induce any employee (including temporary employees) of the other Party to leave the employment of that other Party to become connected in any way with, or employ or utilize any such employee in any other business.
12. Indemnification. Agent agrees to indemnify, defend and hold WCI, its subsidiaries, and their respective officers, directors, shareholders, and employees harmless from and against all claims, expenses and liability (including reasonable attorneys' fees) for injury to or death of any person or damage to any real, personal or intellectual property (including property of Agent) caused by, arising out of or in any way connected with (i) Agent's performance of its duties and obligations under this Agreement, or (ii) Agent's gross negligence, willful misconduct or breach of its obligations under this Agreement. Notwithstanding the foregoing, Agent's indemnity obligation does not extend to any claim, liability, or expense (including reasonable attorneys' fees) arising from a grossly negligent or willful act or omission of WCI.
13. Events of Termination. Notwithstanding any provision in this Agreement to the contrary, WCI shall have the right to terminate this Agreement immediately, effective upon delivery of written notice to Agent, in the event of any of the following occurrences:
- (a) Death or Disability of \_\_\_\_\_. For purposes of this Agreement, the term "disability" shall mean \_\_\_\_\_ is unable to perform the essential functions of Agent's work because of physical or mental disability. In the event that this Agreement terminates upon the death or disability of \_\_\_\_\_, all compensation due to Agent hereunder shall be accrued and paid through the date of termination. Thereafter all compensation shall end;

(b) Agent's attempt to assign this Agreement or its rights hereunder without prior written consent of WCI;

(c) Agent's attempt to assign, sell or otherwise transfer Agent's Business during the Term of this Agreement;

(d) Agent's or \_\_\_\_\_'s misrepresentation or fraudulent conduct towards WCI or others concerning WCI at any time;

(e) Agent's failure to perform the services contemplated hereunder in a quality, workmanlike and professional manner, as determined in the good faith judgment of the Board of Directors of WCI;

(f) Agent's breach of a material provision of this Agreement;

(g) Agent's actions which result in a materially adverse economic effect on WCI's reputation in the insurance industry, as determined in good faith by WCI;

(h) Agent ceases to function as a going business concern in the insurance industry; or

(i) Agent's insolvency, voluntary or involuntary filing for bankruptcy, failure to pay its debts when due, or its failure to pay any amount owed to WCI absent a good faith explanation or dispute regarding the amounts to be paid;

(j) Conviction of a felony (or similar crime under foreign law) by Agent, \_\_\_\_\_, or any owner of more than ten percent (10%) of Agent; or

(l) Agent directly or indirectly reduces the amount of the premiums to be paid on policies issued by WCI from WCI's regular premium rate with respect to such policy.

14. Post-termination Provisions. In the event this Agreement is terminated for any reason whatsoever:

(a) Any and all Compensation payable hereunder shall terminate immediately, except with respect to fully accrued Commissions which are due and payable but which have not been received as of the date of termination;

(b) The Parties shall be entitled to pursue any and all remedies provided for by law;

(c) The right of first refusal described in Section 15 shall continue to remain in effect for a period of one (1) year following the date of termination; and

(d) The Parties shall cooperate with one another in good faith to effectuate an orderly termination and separation of their business relationship.

15. Right of First Refusal. In the event that Agent wishes to sell all or part of Agent's Business to a third party or receives a bona fide written offer to purchase all or part of Agent's Business from a third party, whether during the Term of this Agreement or for a period of one year following the

termination of this Agreement, Agent shall be required to offer to sell all or any part of the its interest in such Agent's Business to WCI. WCI shall have thirty (30) days within which to meet or beat the thirdparty offer, including the terms of the sale. In the event that WCI should decide to exercise its right of first refusal, it shall provide written notice of such acceptance within the above-described thirty (30) day period. In the event that WCI does not exercise its right of first refusal as provided for in this Agreement, then Agent shall be allowed to sell all or part of its interest in Agent's Business to a third party.

16. Third-Party Funds. All third-party funds coming into Agent's possession as payment for premiums or considerations for policies issues on behalf of WCI are funds received by Agent in a fiduciary capacity and shall be immediately remitted to WCI. If any such funds are not remitted to WCI, WCI shall (i) have a first lien on all compensation due or which may become due Agent to the extent of such funds, and (ii) be entitled to pursue any and all other remedies contemplated by this Agreement. To the fullest extent permitted by law, WCI is authorized to offset the entire amount of such funds due, either before or after the cancellation of this Agreement, from any compensation due to Agent.
17. Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, affect or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.
18. Benefit. The Parties hereto understand, covenant and agree that the anticipated contractual and business benefits bargained for under the terms of this Agreement, shall be binding upon the Parties hereto and their respective successors and permitted assigns.
19. Notice. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either (a) delivered by hand, (b) sent by recognized overnight courier, (c) made by telecopy or facsimile transmission, or (d) sent by registered or certified mail, return receipt requested, postage prepaid.

(i) If to WCI: WE CARE INSURANCE, Inc.  
Attn: Christopher Cook  
11324 Davenport St, Ste C  
Omaha, NE 68154

(ii) If to Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, (iii) if made by telecopy or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, or (iv) if sent by registered or certified mail, on the fifth business day following the day

such mailing is sent. The address of any Party herein may be changed at any time by written notice to the other Party.

20. Entire Agreement. This Agreement, together with Exhibit “A” attached, embodies the entire agreement and understanding between the Parties hereto. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in any other document shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.
21. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all Parties hereto.
22. Governing Law and Jurisdiction. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the internal laws of the State of Nebraska without giving effect to the conflict of law principles thereof. The Parties agree that venue with respect to any dispute hereunder shall be with the courts of the State of Nebraska in Sarpy County.
23. Waiver. Any waiver by any Party of any violation of, breach of or default under, any provision of this Agreement by the other Party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under, any other provision of this Agreement.
24. Severability. In the event that any court of competent jurisdiction shall finally determine that any provision, or other portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court determines it unenforceable, and the remainder of the Agreement shall remain in full force and effect.
25. Agent’s Opportunity to Review. Agent hereby acknowledges that prior to its execution of this Agreement, Agent has been given the opportunity to review this Agreement and seek the advice of independent legal counsel with respect to the terms hereof. By execution this Agreement, Agent acknowledges and agrees that it has read and understands the terms hereof.
26. Counterparts. This Agreement may be executed in one or more counterparts, and by different Parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
27. Signatures. The Parties hereto specifically covenant and agree that facsimile or copied signatures on one or more of the counterparts of this Agreement, and any other document or instrument permitted or required hereunder, shall be acceptable for all purposes and shall be legally binding upon the Party executing the Agreement or any such document or instrument upon facsimile transmission of same to any other Party to the Agreement.

IN WITNESS WHEREOF, the Parties hereto by executed this Agreement as of the date and year first above written.

WCI:

WE CARE INSURANCE, INC.,  
a Nebraska corporation

By:

\_\_\_\_\_  
Christopher Cook, President

AGENT:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_, President

LDM #503092

### **COMPENSATION PLAN Plan A**

- A. Compensation. The compensation paid by WCI as a result of the Engagement hereunder shall constitute the sole compensation under this Agreement. A policy will be deemed “paid for” only when so recorded on WCI’s premium records prior to the official closing of its books for such calendar year
- B. Compensation on New Policies. Compensation, whether identified as overriding or otherwise, shall be earned as premiums are paid to WCI on collected funds and applied toward current premiums due on new policies issued on application dated prior to the official closing of WCI’s books for such calendar year.
- C. Adjustments for Cancellations. Where a new policy or policies submitted by Agent for a person whose application bears Agent’s compensation code number, another policy or policies issued by WCI on the same person is or are canceled, surrendered or allowed to lapse, WCI shall have the right to adjust commission. WCI reserves the right to make such adjustment by charging back and deducting or otherwise collecting from Agent all or any part of any previously paid or payable compensation on the other policy or policies.
- D. Change in Policy. Where a policy is changed in plan, amount or premium, WCI shall have the right to determine the adjustment, if any, to be made in the compensation paid or payable with respect to such policy and Agent or WCI shall make whatever payments may be necessary to give effect to the adjustment.
- E. Rescission or Cancellation of Policy. If WCI shall for any reason deem it proper to rescind or cancel a policy and return any part of a premium, no compensation shall be payable thereon, and Agent shall repay to WCI any compensation already paid to Agent on such returned premiums. In all such cases, including those involving claims against Agent, the decision of WCI shall be binding and conclusive.