

# AMZ FINANCIAL INSURANCE SERVICES, LLC

## Producer Agreement

THIS PRODUCER AGREEMENT ("Agreement") is entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between AMZ Financial Insurance Services, LLC, a California limited liability company ("Company"), and \_\_\_\_\_ ("Producer"). The parties agree as follows:

1. Term. Unless terminated earlier pursuant to this Agreement as set forth in paragraph 11, the term of this Agreement shall be one (1) year. This Agreement will renew automatically on each anniversary of the Effective Date for an additional one (1) year term unless either party provides the other party with ninety (90) days written notice in advance of the renewal date that it does not intend to renew the Agreement.
2. Performance of Services.
  - a. Producer agrees to sell through Company insurance products of such insurance companies (collectively referred to herein as "Insurers") as approved and designated by Company, and to perform the customary services of an insurance agent of Insurers, including, but not limited to, completing and submitting insurance applications, delivering issued policies, and returning delivery receipts to Company and/or Insurers (collectively, the "Services"). Subject to the terms and conditions provided herein, Producer shall determine the method, details, and means of performing the Services.
  - b. Producer represents and warrants that Producer is duly licensed and eligible to be appointed as an insurance producer by Insurers and to conduct the activities contemplated by this Agreement in accordance with all applicable laws and regulations. Producer agrees to comply with the terms, conditions and limitations of this Agreement. Producer shall not act in a manner that may adversely affect the business, good standing or reputation of Company or Insurers.
  - c. Producer agrees to use only Company or Insurer provided or approved material including, but not limited to, trademarked material, videos, software and print material of Insurers that have appointed Producer.
  - d. Producer may, at Producer's own expense and in compliance with all applicable laws and regulations, employ such persons as Producer deems necessary to perform the Services. Except as may be expressly provided for herein, Company will not control, direct, or supervise Producer or Producer's personnel in the performance of the Services. Producer agrees to assume full responsibility for the payment and deduction of all state and federal taxes for

Producer Initials \_\_\_\_\_  
Company Initials \_\_\_\_\_

unemployment insurance, retirement, pension, or other social security benefits for itself and all persons employed or contracted by Producer in the performance of this Agreement. Producer agrees that Producer and its agents, contractors and employees shall not be treated as employees of Company for any purposes including, without limitation, the provisions of the Federal Insurance Contributions Act (FICA), the Social Security Act, the Federal Unemployment" Tax Act (FUTA), income tax withholding, or any state or local law providing for such benefits, unemployment benefits, disability benefits, workers' compensation, or other benefits. Producer also agrees to assume full responsibility for all self-employment and other taxes incurred by Producer in the performance of the Services.

3. Compensation.

- a. On insurance products sold by Producer, Producer shall receive a percentage of the first-year annual commissionable premium on term life insurance policies, the earned commissionable target premiums on universal life insurance policies, or earned premium on annuity contracts (collectively referred to herein as the "Commissions "), as provided by the Producer's agreements with Insurers. The Commission payments will be paid directly by the Insurers to Producer and Producer shall hold Company harmless for the payment of any commission or any other payment made or owed to Producer by Insurers. Producer acknowledges that it is expected that the applicable Insurers will issue Federal Internal Revenue Service Form 1099 Information Returns to Producer for each calendar year, reporting to Producer and appropriate government agencies the gross amount paid to Producer and that Company will have no responsibility or liability for the issuance of such Form 1099s or any other informational or reporting form of any state or federal taxing authority. Producer also agrees to assume full responsibility for all self-employment and all other federal and state taxes incurred by Producer.
  
- b. All Commissions are paid to Producer with the expectation that are or will be fully earned based on Insurer guidelines and policies. If it is determined that any Commission or other amount previously distributed by an Insurer to Producer is or becomes unearned, Producer acknowledges and agrees that it is solely responsible for repayment of any such unearned Commission or any other amounts distributed by an Insurer. Such unearned Commissions and other amounts owed by Producer to an Insurer shall be considered the absolute and sole indebtedness of the Producer. In the event Company satisfies a financial obligation of Producer to any third party, Company may offset such amount against compensation or after amounts payable to Producer by Company under this Agreement or any other obligation or agreement. Further, Producer will, immediately upon notice or demand from Company, pay to Company any and all Commissions or other amounts that Company is required to return or pay to Insurers arising from any agreement between Producer and

Producer Initials \_\_\_\_\_  
Company Initials \_\_\_\_\_

an Insurer, or for insurance products sold by Producer, or as may be paid by Company in satisfaction of an obligation of Producer to a third party. In the event Company is required to pursue formal collection procedures in order to collect any indebtedness under the terms of this Agreement, the Producer agrees to be responsible for any expenses incurred by Company to collect any such indebtedness, including but not limited to, the fees of collection agents, attorneys, or other costs of collection, including court costs. Any sum due to Company which remains unpaid by Producer for thirty (30) days shall accrue interest at the rate of 1.5% per month or the maximum legal rate, whichever is less.

- 4. Conflicts of Interest. Company expects that any business supported by company be written with company. In addition, Producer also agrees that Producer may not represent company to the public in any form.
  
- 5. Confidential Information; Records. Company has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business collectively referred to herein as "Confidential Information". Producer will also have access to Confidential Information of Customers of Company. As used herein, "Customers" shall mean any persons or entities who purchase insurance through Company or Producer, or for whom Company or Producer perform services, or from whom Company or Producer obtain information in connection with Producer presenting or providing the Services. Confidential Information is to be broadly defined and construed. Confidential Information includes all information that has or could have commercial value or other utility in the business in which Company is engaged or in which it contemplates engaging. Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Confidential Information by Company. By example and without limitation, Confidential Information includes all information concerning Company's insurance business and its Customers, including but not limited to Customer identities, characteristics, preferences, and any personally identifiable information related to Customers (including names, addresses, phone numbers, account numbers, and social security numbers); any information provided to Producer by a Customer, including but not limited to electronic information, documents, software, and trade secrets, all manuals, forms, records, and agreements, pricing and product information, computer data information, business plans, strategies, forecasts, budgets, projections, historical sales information, advertising and marketing materials, financial information related to Company or Customers, and Company employee data, including but not limited to

Producer Initials \_\_\_\_\_  
Company Initials \_\_\_\_\_

any personally identifiable information related to Company employees or their family members. Producer agrees that at all times during or after the term of this Agreement, Producer will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of Company except for the benefit of Company and in the course of rendering the Services. Producer acknowledges that Producer is aware that the unauthorized disclosure of Confidential Information will be highly prejudicial to Company's interests, and may be a breach of a Customer's privacy rights, and an improper disclosure of trade secrets and financial information, and may be in violation of state and federal law.

6. No Solicitation. During the term of this Agreement and for one year after termination of this Agreement, Producer will protect Company's Confidential Information and, as part of that obligation, shall not, either directly or indirectly (i) interfere with the business of Company by inducing any individual or entity to sever its relationship with Company; (ii) solicit any Customers or potential Customers of Company for services similar to those performed by Company, even if such services are not directly competitive with Company's services (including, but not limited to, soliciting Customers for insurance renewals); (iii) employ or attempt to employ any employee of Company while such employee is employed by Company; (iv) induce or attempt to induce any employee of Company to quit Company; (v) induce or attempt to induce any other producer of Company to sever their relationship with Company; or (vi) employ or attempt to employ any other producer of Company while such producer has an active relationship with Company.
7. Unique Nature of Producer's Services. Producer acknowledges, represents and agrees that the Services to be performed pursuant to this Agreement are of a special and unique character that gives them special value to Company, the loss of which Company cannot be reasonably or adequately compensated for damages in an action at law. Producer expressly acknowledges that Company, in addition to any other rights or remedies which Company may possess, shall be entitled to injunctive and other equitable relief to prevent or remedy a breach of this Agreement by Producer.
8. Independent Contractor Relationship. It is the express intention of the parties that Producer be an independent contractor and not an employee or agent of Company. Producer shall have no authority to bind Company with any third party. Nothing in this Agreement shall be construed to create an employer/employee relationship between Company and Producer. Producer reserves the right to determine the method, manner, and means by which the Services will be performed. As an independent contractor, Producer will also pay all expenses in connection with Producer's business and hereby warrants and covenants that Producer shall not incur any indebtedness on behalf of the Company in connection with expenses resulting from Producer's business as a self-employed independent contractor. Unless specifically requested by Company, Producer is not required to perform the Services during a fixed hourly or daily timeframe.

Producer Initials \_\_\_\_\_  
Company Initials \_\_\_\_\_

9. Ownership of Company Names and Service Marks.

- a. Ownership and Return of Confidential Information and Company Property. All Confidential Information and any materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs, websites, Internet URLs, email addresses and lists) furnished to Producer by Company, whether delivered to Producer by Company or acquired by Producer in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information (collectively, the "Company Property"), are the sole and exclusive property of Company or Company's suppliers or customers. Producer agrees to keep all Company Property at Producer's premises unless otherwise permitted in writing by Company. Within five (5) days after any request by Company, Producer shall destroy or deliver to Company, at Company's option, (a) all Company Property and (b) all materials in Producer's possession or control that contain or disclose any Confidential Information. Producer will provide Company a written certification of Producer's compliance with Producer's obligations under this paragraph 9(a) if so requested by Company.
- b. No Ownership or Registration of Company Name or Marks. Producer agrees and understands that Producer has no ownership in, or rights to, Company name or marks. Marks for purposes of this Agreement shall include logos, artwork, designs, slogans or any other trademarks or service marks created for, or used by, the Company. Producer agrees and understands that Producer will not register Company name or marks, nor any business name that includes Company name or marks, with any federal, state, city or other governmental authority for any reason. Producer may not represent that Producer or Producer's business is in any way owned by, or a subsidiary of, Company. Producer may, while this Agreement is in force, utilize the Company name and marks in accordance with the Company "Corporate Brand Guidelines Name & Logo Use" document, said document available upon request from Company. Only upon the expressed, written consent of Company Producer may represent himself or herself as a representative of AMZ Financial Insurance Services, LLC., using a title such as producer, insurance agent, insurance professional, insurance specialist (i.e. mortgage protection specialist, final expense specialist) or other similar title, and only as permitted or required by insurance laws in the state or states where Producer operates Producer's business. Upon termination of this Agreement for any reason as set forth herein, Producer will cease to use any Company names or marks.

Producer Initials \_\_\_\_\_  
Company Initials \_\_\_\_\_

10. Indemnification.

- a. Producer agrees to assume liability for, indemnify, protect, defend and hold Company, its directors, officers, agents, and employees free and harmless from, and, if requested, shall defend them against, any and all loss, damage, injury, liability, fines, penalties, judgments, expenses and claims thereof (including attorney fees and court costs) that may be imposed or incurred by or asserted against Company in any way relating to or arising directly or indirectly from Producer's performance of this Agreement, regardless of whether liability without fault is imposed or sought to be imposed upon Company, except where such loss, damage, injury, or claim is the result of the active negligence or willful misconduct of Company and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Producer, its agents or employees. In addition to Producer's obligation to indemnify Company, Producer specifically acknowledges and agrees that it has an immediate and independent obligation to defend Company from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Producer by Company and continues at all times thereafter. Producer shall indemnify and hold Company harmless from any and all loss and liability, including attorneys' fees, court costs, and all other litigation expenses, for any infringement of the patent-rights, copyright, trade secret, or any other proprietary right or trademark and all other intellectual property claims of any person or persons in consequence of the use by Company, or any of its officers or agents, of articles or services to be supplied by Producer in the performance of this Agreement.
- b. Company agrees to assume liability for, indemnify, protect, defend and hold Producer, its directors, officers, agents, and employees free and harmless from, and, if requested, shall defend them against, any and all loss, damage, injury, liability, fines, penalties, judgments, expenses and claims thereof (including attorney fees and court costs) that may be imposed or incurred by or asserted against Producer in any relating to or arising directly or indirectly from Company's performance of this Agreement, regardless of whether liability without fault is imposed or sought to be imposed upon Producer, except where such loss, damage, injury, or claim is the result of the active negligence or willful misconduct of Producer and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Company, its agents or employees. In addition to Company's obligation to indemnify Producer, Company specifically acknowledges and agrees that it has an immediate and independent obligation to defend Producer from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Company by Producer

Producer Initials \_\_\_\_\_  
Company Initials \_\_\_\_\_

and continues at all times thereafter. Company shall indemnify and hold Producer harmless from any and all loss and liability, including attorneys' fees, court costs, and all other litigation expenses, for any infringement of the patent-rights, copyright, trade secret, or any other proprietary right or trademark and all other intellectual property claims of any person or persons in consequence of the use by Producer, or any of its officers or agents, of articles or services to be supplied by Company in the performance of this Agreement.

11. Termination.

- a. The Company may terminate this Agreement at any time upon ninety (90) days written notice to the Producer. In addition, if Producer fails or refuses to comply with the written policies or reasonable directives of the Company, is found, in the sole and absolute discretion of Company, to have engaged in misconduct in connection with the performance of Services, or materially breaches provisions of this Agreement, the Company may, at any time, terminate this Agreement immediately and without prior written notice to the Producer.
- b. Producer may terminate this Agreement upon ninety (90) days written notice to Company; or immediately upon notice to Company in the event of Company's material breach of this Agreement.
- c. This Agreement shall automatically terminate in the event of Producer's death or dissolution, disability, or bankruptcy, insolvency or the involuntary assignment of this Agreement for the benefit of Producer's creditors.
- d. Upon termination of this Agreement, Producer shall not be entitled to receive any commissions other than those actually earned as of the effective date of termination. A commission will be deemed "earned" when it is actually due and payable (as determined by Company) by applicable insurance carriers and/or brokers, and shall in all events be offset by any refunds due to Company. All final commissions earned by Producer as of the date of termination shall be distributed in accordance with paragraph 3. The parties agree and acknowledge that the obligations of Producer as set forth in paragraphs 3, 5, 6, 7, 9, 10, 11(d), 12, 13, and 14 shall survive the termination of this Agreement.

12. Resolution of Disputes. Company and Producer agree that any dispute that may arise under the provisions of this Agreement shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The written determination of the arbitrator shall be final, binding, and conclusive on the parties. However, the provisions of this paragraph shall not preclude any party from seeking injunctive or other provisional relief in order to preserve the status quo of the parties pending resolution of the dispute by arbitration. The location of the arbitration shall be in Sacramento, California.

Producer Initials \_\_\_\_\_  
Company Initials \_\_\_\_\_

13. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Services by Producer for Company. No other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if in writing and signed by the party to be bound.
  
14. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
  
15. Representation by Counsel. The parties hereby agree and acknowledge that each has been advised to seek the advice of counsel and has been represented by counsel of its own choice to the extent each party desired in connection with the negotiation and drafting of this Agreement. Producer warrants that Producer has read and understands all of the provisions of this Agreement.
  
16. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after first class mailing to the following address, or such other address as the parties may specify from time to time in accordance with this paragraph.

If to Company:           AMZ Financial Insurance Services, LLC  
                                   4944 Windplay Drive, STE 115  
                                   El Dorado Hills, California 95762

If to Producer:           \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

17. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for any or all other times.
  
18. Assignment. This Agreement cannot be assigned by Producer without the prior written consent of Company.
  
19. Governing Law. This Agreement, including any schedules or exhibits attached hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of California, excluding its choice of law rules that may otherwise require the application of the law of another jurisdiction. Any actions based on this

Producer Initials \_\_\_\_\_  
 Company Initials \_\_\_\_\_

Agreement shall be initiated only in courts having their situs in Sacramento, California.

20. Execution in Counterparts. This Agreement may be signed in counterpart originals, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as set forth below.

COMPANY:

PRODUCER:

AMZ Financial Insurance Services, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Joe Zuccolotto, President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

#736335\_1

Producer Initials \_\_\_\_\_  
Company Initials \_\_\_\_\_