

PRODUCER AGREEMENT

Agreement between and any individual, partnership, corporation, registered firm, producer, or agency hereinafter referred to as "Producer" and APEX General Insurance Co. hereinafter referred as "APEX" .

Whereas the Producer desires to effect business with APEX and APEX desires to arrange acceptable offerings, now, therefore, the Producer and APEX agree to be bound by the following terms with respect to such business as is accepted:

Section I-Representation

The producer shall not bind APEX as respects any insurance without the prior authorization of APEX in each case; nor shall he place any advertisement respecting APEX in any publication, or issue or distribute any circulars or paper referring to APEX without prior written consent of APEX. In case of unauthorized action of the Producer, the Producer agrees to pay all costs and damages arising there from.

Section II-Responsibilities

Producer warrants they are properly and legally licensed in each state in which they are transacting business, and in good standing to transact business as an insurance agent/broker for any/all lines of insurance placed with APEX. Upon, request producer agrees to provide evidence of such license(s).

Producer understands that in providing quotes and/or coverage, APEX is relying upon the accuracy of information provided by insured through Producer and submitted to APEX. Producer agrees to disclose any information that may affect the insurability of insured.

Furthermore it is the responsibility of producer to advise APEX the type and the amount of coverage needed. APEX assume no responsibility toward producer with regard to adequacy, amount or form of coverage obtained. Producers shall obtain all necessary documents needed for APEX to bind coverage and complete the insured's underwriting file.

Section I-Premium Remittance

Direct Bill policies: Producer shall exercise best efforts to assist carrier to collect unpaid audit and other premiums.

Agency Billed policies: the Producer accepts full and entire responsibility to APEX for the collection and payment of all earned premiums due on insurance contracts arranged by APEX, regardless of the collectability or collection status of the account by the Producer. Producer will be relieved of responsibility only if and when the issuing company relieves APEX of its responsibility to collect such premium.

Insured's failure to pay audit and other premiums due will result in the account being turned over to the insurance carrier for collection. Producer will forfeit all commission irrespective of whether Carrier ultimately collects the audit premium owed.

In the event of a sale of the Producer's business to a party unknown to APEX, at the time of this Agreement's execution, all responsibility for premium remittance as agreed under this document shall remain the responsibility of the undersigned Producer, personally, and not that of the purchasing third party. The new ownership of the Producer's business must sign and execute a new APEX Producer Agreement in order to continue the agreement.

Section IV-Commissions

APEX shall allow the Producer, as commission, a percentage of the premium on each policy written and paid for under this Agreement at a rate mutually agreed upon by APEX and Producer. The Producer shall be obligated to pay return commission at the same rate on any return premiums, including but not limited to, return premiums on cancellations or reductions ordered and return premiums payable as a result of amended policy terms.

Section V-Errors and Omissions

APEX requires that Errors and Omission insurance Coverage be maintained by the Producer. The undersigned Producer hereby verifies that such coverage exists and is in good standing and is maintained to a limit of liability of at least One Million dollars (\$1,000,000.). It is further understood that evidence of such coverage may be requested from time to time by APEX.



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Section VI-Information Security

Producers also warrants they are compliant with 201 CMR 17.00-Standard for the Protection of Personal information of Residents of Massachusetts, or similar state law/regulation applicable to produce and insured.

Section V-Termination of Agreement

This Agreement may be cancelled at any time by either of the parties by written notice to the other.

It is agreed that commissions, or return commissions, as the case may be, shall be paid on additional premiums collected, or on return premiums paid on adjustments, or on cancellations made after the time of cancellation of this Agreement applying to any insurance for which an original commission was allowed.

After the date of cancellation of this Agreement, unless otherwise stipulated at the option of APEX, the Producer shall complete the collection, and account to APEX, of all premiums, or other charges, and other transactions unaccounted for at the time of cancellation or arising thereafter APEX expressly recognizes the independent ownership by the Producer of the insurance business covered by this Agreement; however, in the event it is necessary for APEX to cancel this Agreement for violation of the terms of this Agreement by the Producer, the Producer relinquishes all right or claim to subsequent renewals, additional premiums, or commissions thereon insofar as they may be necessary to satisfy the interest of APEX.

The Producer may not assign this Agreement to another party, and any attempt to do so will terminate the Agreement immediately.

Section VII-Execution

Execution of this Agreement constitutes full agreement and understanding between the parties with each of the seven sections above. Proper execution requires that if the Producer is doing business as an individual, he must personally sign the Agreement in his own name and not in his name as an Agent. If the producer is a co partnership, this Agreement must be executed by the firm and by each member thereof in his individual capacity. If the Producer is a Corporation, the Agreement must be executed by an authorized Corporate Officer.

Producer's Business Name: _____ Federal Tax ID No: _____

Address: _____

Telephone: _____ Is your entity incorporated? Yes No

By _____
Signature of Producer Print Name Title Date

By _____
APEX General Insurance Title Date

Accounting Contact Name: _____ Telephone: _____

Contact Email: _____

Note: Please attach a copy of your agency's corporate license & a copy of the DEC page of your agency's E&O policy.