

AGENT AGREEMENT

THIS AGREEMENT, effective on _____, 2022 (the “Effective Date”), is between Your One Number to Call LLC (the “Company”), and _____ [name, address] _____ (the “Producer”). The parties agreed as follows:

I. Conduct of Business

- (a) Producer is authorized to sell _____ through Producer’s agency.
- (b) Producer warrants to Company that Producer is duly authorized and licensed to transact business as an insurance producer in accordance with applicable law. Producer agrees to properly renew and maintain any and all required licenses, individually and corporately, for the duration of this Agreement. A copy of Producer’s license in each state Producer wishes to do business with Company is to be provided upon execution of this Agreement.
- (c) Neither the term “Producer” nor anything contained in this Agreement or in any of Company rules, regulations or practices shall be construed as creating the relationship of employer and employee between Producer and Company. Producer is an independent contractor and is expected to exercise Producer’s own judgment and discretion in the conduct of Producer’s business subject to this Agreement. Producer is solely responsible for the payment of taxes on income received under this Agreement. Producer is the agent to the agency they work for and, if Producer leaves the agency, their ability to sell the service shall be terminated immediately.

II. Commissions & Vesting Schedule. Producer is entitled to commissions of \$50.00 for the first month and \$2.00 per month renewal. Producer shall draw commissions and renewals unless renewals are less than \$50.00 per month.

The Producer’s renewals are vested over a 4-year period at 25% per year. In the event Producer does not stay with the marketing company they forfeit the percentage not vested.

The Producer shall name a primary and 4 contingent beneficiaries. The renewals will continue to be paid to the Producer’s beneficiary.

III. Indemnification

- (a) Company will indemnify and hold Producer harmless from and against all claims, losses, damages, liabilities, judgments or settlements, including reasonable costs, expenses and attorneys’ fees, which Producer becomes obligated to pay, arising out of Company relationship under the provisions of this Agreement and which are caused by Company act, error or omission except to the extent that Producer caused, contributed to or compounded such act, error or omission.
- (b) Producer will indemnify and hold Company harmless from and against all claims, losses, damages, liabilities, judgments or settlements, including reasonable costs, expenses and attorneys’ fees, which Company becomes obligated to pay, arising out of Company relationship under the provisions of this Agreement and which are caused by Producer’s act, error or omission except to the extent that Company caused, contributed to or compounded such act, error or omission.
- (c) It is a condition precedent to Company undertaking in this Section III that Producer shall notify

Company promptly and in writing whenever Producer shall become aware of a claim or the commencement of a lawsuit against Producer for which Company has undertaken to indemnify Producer. Producer shall be entitled to participate in or, subject to Company rights provided for in this Section, to assume Producer's defense with legal counsel satisfactory to Company; provided, however, that Producer shall not admit liability, make any payment or incur any cost without Company written consent, except at Producer's own expense. Company shall have the right, at Company option at any time, to assume the defense of such claim or lawsuit with counsel of Company choice. If Company assumes such defense Company shall not be liable to indemnify Producer on any attorneys' fees or expenses incurred after Producer is notified of Company assumption of the defense.

IV. Non Competition & Liquidated Damages. Producer cannot duplicate Company's services in any form. Parties agree that, in the event Producer breaches this non-compete covenant, Company will suffer actual damages that will be impractical or extremely difficult to determine. In such case, Producer agrees to forfeit all renewals and pay \$100,000 to Company. Parties agree that this is not a penalty, but is a reasonable estimate of the loss that Company will incur, established in light of the circumstances existing at the time this Agreement was executed. Company may deduct a sum representing the liquidated damages from any money due to Producer under this Agreement. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by Company because of Producer's breach.

V. Termination. This Agreement is subject to termination as follows:

- (a) By Producer or by Company, upon not less than ten (10) days' advance written notice, the last day of which period shall be referred to hereinafter as the "Termination Date."
- (b) Immediately and without prior written notice to Producer, in the event that any public authority suspends, revokes or refuses to renew Producer's license or certificate of authority and or failure to renew Producer's license or Errors & Omissions policies.
- (c) Immediately and without prior written notice to Producer, in the event of any merger, sale, transfer or assignment of Producer's agency assets or any or all of the capitol stock thereof, unless Producer notifies Company prior to such event and Company consents thereto in writing.
- (d) Immediately upon written notice to Producer in the event of Producer's insolvency, filing a petition in bankruptcy by or against Producer, assignment for the benefit of creditors, abandonment of Producer's business operations, willful misconduct, abuse of authority, fraud or material misrepresentation, or other material breach of any provisions of this Agreement.

Notwithstanding the provisions of items listed above, the termination of this Agreement shall in no way eliminate Producer's duties and/or obligations with respect to the collection and payment of commissions on the insurance written under this Agreement or with respect to other transactions unaccounted for at the time of the termination.

VI. Waiver. Neither Producer nor Company shall be deemed to have waived any right under this Agreement unless such waiver is in writing and signed by Producer and Company. No delay or omission on the part of either Producer or Company in exercising any such right shall operate as a waiver of such right or any other right. A waiver of any right on one or more occasions shall not be construed as a bar to or waiver of any right on any future occasions.

VII. Advertising

- (a) Producer may broadcast, publish and distribute materials referring to Company and to Company products and services provided, however, that Producer shall first secure Company written authorization with respect to any and all such materials.
- (b) Producer shall not employ, reproduce or display Company trademark, service mark, logo or other identifying symbols in any such manner whatsoever without first obtaining Company written authorization.

VIII. Insurance Coverage. Producer agrees to maintain Professional Liability/Errors and Omissions Insurance Coverage with limits not less than \$1,000,000.00 per claim for the duration of this Agreement.

IX. Assignment and Severability. This Agreement shall not be assigned by Producer, in whole or in part, to any person or entity without Company prior written authorization. If any provision of this Agreement is to be held invalid, illegal or unenforceable, that action shall not affect or impair, in any way, the validity, legality or enforceability of the remainder of this Agreement.

X. Entire Agreement. This Agreement supersedes any and all previous agreements, between Producer and Company, whether written or oral, and represents the complete and exclusive agreement between Producer and Company as to the subject matter hereof.

XI. Notices. All notices, claims or demands required or permitted to be given hereunder shall be in writing and shall be delivered by hand, or mailed (properly addressed and postage prepaid, either by certified or registered mail with return receipt requested or by first class mail), or by overnight courier, or by facsimile with confirming copy by first class mail to be mailed on the same day as the facsimile was transmitted. All such notices shall be delivered to Producer at the most current address provided by Producer. Notices to Company shall be delivered or facsimile shall be deemed delivered when received by the addressee. Notices mailed (by United States Mail or overnight courier) shall be deemed delivered when mailed. Facsimile notices shall be deemed delivered upon confirmation of transmission to the facsimile number provided by the addressee.

XII. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas (without giving regard to any conflicts of law provisions that would result in application of any other law).

IN WITNESS WHEREOF, the parties have executed this Agreement:

For the PRODUCER:

For the COMPANY:

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

S.S.N.: _____

D.O.B.: _____

Email: _____

Agency Name: _____

License #: _____