



## NATIONAL PRODUCER AGREEMENT

This National Producer Agreement (this “Agreement”) is by and between Ryan Services Group, LLC (in California, d/b/a RSG Marketing Insurance Services, LLC, and in Nebraska and Oklahoma, d/b/a RSG Insurance Services, LLC), a Delaware limited liability company (hereinafter “RSG”), for and on behalf of itself and the Providers (as defined below), and the producer identified on the signature page to this Agreement (the “Producer”).

### Background Recitals

RSG is a subsidiary of Ryan Specialty Group, LLC (“Ryan”), and provides marketing services on behalf of subsidiaries and affiliates of Ryan. Subsidiaries and affiliates of Ryan operate as wholesale insurance brokerage and underwriting management intermediaries offering specialized insurance products and services to independent agents and brokers for their customers and clients.

The underwriting management services of Ryan are provided by RSG Underwriting Managers, LLC (in California and Nevada, d/b/a RSG Insurance Services, LLC), a Delaware series limited liability company (hereinafter, “RSGUM”), and its series companies and subsidiaries. As used in this Agreement, RSGUM, together with its series companies and subsidiaries organized or acquired by Ryan that operate as underwriting management intermediaries will be referred to as “RSGUM Providers.”

The wholesale insurance brokerage services of Ryan are provided by R-T Specialty, LLC (in California and New York, d/b/a R-T Specialty Insurance Services, LLC, and in Florida, d/b/a R-T Specialty of Florida, LLC), a Delaware limited liability company (hereinafter “RT”). As used in this Agreement, RT and all of its existing subsidiaries, together with any subsidiary organized or acquired by RT after the Effective Date will be referred to as “RT Providers.”

From time to time, RSG, or its subsidiaries or affiliates, may organize or acquire other insurance intermediaries offering specialized insurance products, or underwriting management and claims services on behalf of one or more specified insurers, to insurance agents, producers, and brokers for their customers and clients. All current and future insurance intermediaries organized or acquired by or on behalf of RSG, the RT Providers, or the RSGUM Providers will be referred to separately, as “Provider” and, collectively, the “Providers.” RSG, the Providers and the Producer may hereinafter be referred to individually as a “Party.”

The Producer is an insurance agent, producer, or broker that wishes to obtain through one or more of the Providers certain specialty insurance products for and on behalf of its customers and clients. The Producer intends for this Agreement to extend to, govern and include all of the Producer’s branch office locations, subsidiaries, affiliates and Federal Employer Identification Number(s) indicated on the Producer information table at the end of this Agreement or attached as a schedule hereto.

The Producer, RSG, and the Providers want to mutually benefit and improve the overall efficiency of the insurance business which the Producer and the Providers may conduct by eliminating the need for the Producer to execute a separate broker, agency, or producer agreement with each Provider or each branch office location, subsidiary or affiliate which operates under the same Federal Employer Identification Number with whom the Producer and any Provider intend to conduct business.

## The Agreement

RSG, for itself and on behalf of the Providers, and the Producer, intending to be legally bound, agree as follows:

### 1. RSG Representations and Warranties

1.01 RSG represents and warrants that it is authorized to enter into this Agreement and shall be bound by the terms hereof, and that each Provider (i) has authorized RSG to execute this Agreement on its behalf, (ii) is and will be bound to the Producer by the terms of this Agreement as if it was a signatory hereto, (iii) the Producer's covenants and undertakings to RSG are and will be deemed to be the Producer's covenants and undertakings to the Providers, and (iv) documents, records, or other information the Producer provides to RSG will be deemed to be documents, records, or other information the Producer provides to the applicable Provider.

1.02 RSG represents and warrants that each Provider possesses all requisite (i) resident corporate, agency, and/or individual agent, broker, producer, surplus lines or other license required by the insurance regulator in the state in which it was incorporated or organized (the "Provider Domicile State") in order to transact the insurance business contemplated under this Agreement, and (ii) non-resident corporate, agency, and/or individual agent, broker, producer, surplus lines or other license required by any applicable non-Provider Domicile State insurance regulator in order to transact the insurance business contemplated under this Agreement, including but not limited to any license applicable to the Provider in the home state of the named insured under any applicable insurance policy; *provided*, that the home state will be determined in accordance with the provisions of the Nonadmitted and Reinsurance Reform Act of 2010, 15. U.S.C. §8201, *etc.* ("NRRA") where applicable.

1.03 Except to the extent that RSG notifies the Producer in writing to the contrary, RSG represents and warrants that any Provider that is organized or acquired after the effective date of this Agreement (i) will be bound to the Producer by the terms of this Agreement as if it was a signatory hereto and has authorized RSG to so notify the Producer, (ii) will authorize and agree that the Producer's covenants and undertakings to RSG will be deemed to be the Producer's covenants and undertakings to such Provider, and (iii) any licenses, proof of insurance or documents, records, or information other than policyholder submissions, that the Producer provides to RSG will be deemed to be documents, records, or other information the Producer provides to any such Provider.

1.04 RSG will notify the Producer of any subsequently acquired or organized Providers, and such notification may include written or electronic correspondence to the Producer or postings on its website or one or more of the websites of the RT Providers or the RSGUM Providers, each of which will constitute adequate and effective notice under this Section 1.04. Producers are responsible for monitoring the websites of RSG, the RT Providers and the RSGUM Providers for such notices.

### 2. Producer Representations and Warranties

2.01 The Producer represents and warrants that it is authorized to enter into this Agreement on behalf of itself and all subsidiaries and affiliates operating under this Agreement, and each shall be bound by the terms hereof as if it was a signatory hereto. The Producer also represents and warrants that it and all persons acting on its behalf or at its direction possess all requisite (i) resident corporate, agency, and/or individual agent, broker, producer, surplus lines or other license required by the insurance regulator in the state in which it was incorporated or organized (the "Producer Domicile State") in order to transact the insurance business contemplated under this Agreement, and (ii) non-resident corporate, agency, and/or individual agent, broker, producer, surplus lines or other license required by any applicable non-Producer Domicile State insurance regulator in order to transact the insurance business contemplated under this Agreement, including but not

limited to any license applicable to the Producer or any person(s) acting on its behalf or at its direction in the home state of the named insured under any applicable insurance policy; *provided that*, the home state will be determined in accordance with the provisions of the Nonadmitted and Reinsurance Reform Act of 2010, 15. U.S.C. §8201, *etc.* (“NRRA”) where applicable.

2.02 The Producer represents and warrants that if the Producer asks RSG or any Provider to issue a quotation for any of the Producer’s customers, clients, or prospects that are located outside the Producer Domicile State, the Producer and all persons acting on its behalf or at its direction shall have and maintain any non-resident corporate, and/or individual agent, broker, producer, surplus lines or other license required by any applicable insurance regulator in such state in connection with such quotation.

2.03 The Producer represents and warrants to RSG and the Providers that the Producer is and will be bound to the Providers with whom the Producer transacts business by the terms of this Agreement as if the Providers were signatories hereto.

2.04 The Producer represents and warrants that the Producer will not (i) bind RSG or any Provider, or any insurer with respect to any insurance, without the prior written authorization of the applicable Provider, (ii) issue any certificate of insurance that is inconsistent with the policy terms issued, or (iii) place any advertisement, in any medium currently existing or existing at any time during the term of this Agreement, or issue or distribute any circular or paper, involving RSG or any Provider, without the prior written consent of RSG or the applicable Provider, as the case may be.

2.05 All information submitted by Producer in conjunction with this Agreement and any products or services contemplated herein is true and correct, and Producer shall give RSG prompt notice of any change in such information.

### **3. Insurance Licenses**

3.01 Upon RSG’s request, the Producer will promptly provide RSG with a copy of all resident and non-resident corporate, agency, and/or individual agent, broker, producer, surplus lines or other similar licenses held and maintained by the Producer.

3.02 Upon the Producer’s request, RSG will promptly provide the Producer with a copy of all resident and non-resident corporate, agency, agent, broker, producer, surplus lines or other similar licenses held and maintained by any applicable Provider.

3.03 RSG will provide the Providers with access to, or evidence of, any or all resident or non-resident corporate, agency, insurance agent, broker, producer, surplus lines or other similar licenses or information the Producer provides to RSG, and the Producer will have no obligations to provide any such licenses or information to the Providers directly.

### **4. Errors and Omissions Insurance Coverage**

4.01 Upon RSG’s request, the Producer will promptly provide RSG with evidence to RSG’s reasonable satisfaction of errors and omissions insurance coverage in force that the Producer maintains for itself and its officers and employees, with an annual policy limit for each occurrence of not less than \$1,000,000.

4.02 While policies issued under this Agreement are in effect, the Producer will continue to maintain in force errors and omissions insurance coverage for itself and its officers and employees, with an annual policy limit for each

occurrence of not less than \$1,000,000, and upon RSG's request, will promptly provide RSG with evidence to RSG's reasonable satisfaction of such errors and omissions insurance coverage.

4.03 For purposes of Sections 4.01 and 4.02, the Producer's compliance with any Provider's request also will be deemed to be compliance with, and for the benefit of, all the Providers.

4.04 All errors and omissions insurance coverage contemplated under this Section 4 will be issued by insurers with an A.M. Best rating of equal to or greater than A-.VII.

## **5. Compensation; Collection and Payment of Premiums and Surplus Lines Taxes and Fees**

5.01 All compensation payable by any Provider to the Producer for business the Producer places with such Provider will be in such amount or percentage of premium charged for such business as indicated on any invoice or statements issued by the Provider, or as the Producer and such Provider otherwise mutually agree in writing. If there is return premium with respect to any business the Producer places with any Provider hereunder, the Producer will pay return commission at the same rate or on the same basis upon which such business was placed.

5.02 The Producer will pay any Provider with whom the Producer has placed insurance business hereunder the balance due on all certificates, policies, and endorsements relating to such business at the time indicated on any invoice or statement issued by the Provider, or as the Provider and the Producer otherwise mutually agree in writing. Producer agrees to comply with all applicable laws and regulations related to disclosure of compensation, including, if applicable, disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation. Producer agrees to disclose in writing to each customer or client in advance of purchase the nature of any compensation Producer will receive or may be eligible to receive from Provider in connection with the placement or servicing of the customer's or client's business, including Producer's potential eligibility to receive incentive or contingent compensation. Producer agrees to provide a copy of such disclosures to Providers upon request. Producer will also notify the customer or client that the customer or client may obtain more information about the compensation Producer receives or is eligible to receive in connection with the placement or servicing of the customer's or client's business, and Producer will provide to the customer or client any compensation disclosure requested by the customer or client, or any disclosure required by RSG or the Providers. If required by law or requested by the customer or client, Provider may disclose the compensation paid to Producer by Provider or for which Producer may be eligible.

5.03 A Provider with whom the Producer has placed insurance business may also have an agreement with the insurer that may pay Provider future additional incentive or other compensation. This type of compensation is in addition to any fees and/or commissions that Provider has agreed to accept for placing the insurance. This compensation could be based on formulas that consider the volume of business placed with the insurer, the profitability of that business, how much of the business is retained for the insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, Providers often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to the insurance placed. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative. The broker with the direct relationship with the customer or client must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the customer or client that it may request more information about producer or broker compensation that might be paid in connection with the customer's or client's placement.

5.04 Subject to Section 5.05, the Producer guarantees to pay the applicable Provider all premiums, and taxes if applicable, on any insurance policy placed or arranged by such Provider for the Producer, irrespective of whether the Producer has collected such premiums, or taxes if applicable, from any customer or client of the Producer. This Section 5.04 will survive the termination of this Agreement.

5.05 Notwithstanding Section 5.04, the Producer will not be responsible for any disputed or uncollectible additional premium due pursuant to any annual or interim premium audit or any retrospective rating adjustment under any insurance policy placed or arranged by the Provider for the Producer, *provided that*, the Producer notifies the Provider of the Producer's inability, following the Producer's diligent efforts, to collect such additional premium within 30 days, or any other due date stated in the invoice, after the Producer receives written notice from the Provider of such additional premium. The Producer will not be entitled to any compensation with respect to any such additional premium, irrespective of whether such premium is collected from the applicable customer or client. The Producer shall not accept payments for any audits past the due date without prior written approval from Providers. This Section 5.05 will survive the termination of this Agreement.

5.06 Any premiums the Producer collects or receives from its customer or client for insurance placed hereunder, and any premium refunds that are paid by or on behalf of any Provider to the Producer for the Producer's customer or client, must be deposited into one or more of the Producer's fiduciary accounts in accordance with all applicable insurance laws and regulations until they are due to be paid to the Provider or such customer or client, as the case may be. Subject to any applicable insurance laws or regulations and any applicable insurer's consent, if required, the interest or investment income earned while any such premiums are on deposit in any such accounts may be retained.

5.07 Upon RSG's or any Provider's request, the Producer will promptly provide RSG or the applicable Provider with evidence to RSG's or the Provider's reasonable satisfaction of the Producer's compliance with its obligations under Section 5.06, and the Producer's compliance with RSG's request also will be deemed to be compliance with, and for the benefit of, all Providers applicable to the business written.

5.08 If any business placed by the Producer with an RT Provider is underwritten by a non-admitted insurer in the state where such business is written, the applicable RT Provider will be responsible for timely compliance with all applicable surplus lines requirements governing such business, including without limitation (i) filing and retaining documentation of the requisite declinations from admitted insurers, and (ii) filing, and paying all requisite taxes and fees applicable to such business; *provided that*, the Producer shall cooperate with the RT Provider to collect all required documentation and taxes or fees reasonably requested by the RT Provider to satisfy its obligations hereunder. If any business placed by the Producer with a RSGUM Provider is underwritten by a non-admitted insurer in the state where such business is written, the Producer will be responsible for timely compliance with all applicable surplus lines requirements governing such business, including without limitation (i) procuring and documenting requisite declinations from admitted insurers, and (ii) collecting, filing, and paying all requisite taxes and fees applicable to such business. For such business placed by the Producer with any Provider on a non-admitted basis, upon request, the Producer shall provide the applicable Provider with proof of such compliance with and filing of the applicable surplus lines taxes and requirements. Any exception to this Section 5.08 will be as the applicable Provider and the Producer mutually agree in writing.

5.09 If the Producer does not pay the premiums, and taxes if applicable, described in Section 5.04 above when due, and as a result of such non-payment, any Provider incurs any damage, cost, fine, penalty, or expense, including, but not limited to, collection expense and reasonable attorneys' fees, the Producer will promptly reimburse the Provider for any such damage, cost, fine, penalty, or expense, including, but not limited to, collection expense and reasonable attorneys' fees, with respect to such unpaid premiums and any applicable taxes. This Section 5.09 will survive the termination of this Agreement.

## **6. No Automatic Renewals; Notice of Policy Expirations**

6.01 Insurance placed or arranged by any Provider for the Producer will be for a definite policy period, as specified in the applicable policy. RSG and the Provider will not be obligated to notify the Producer about any policy's expiration, and the Producer will be responsible for notifying its customers and clients about any such expiration.

6.02 The Producer will be responsible for complying with all renewal notice requirements regardless of any prior practice of the Provider, or any industry standard, custom, or usage. Notwithstanding the immediately preceding sentence, if the Provider, in its sole discretion, voluntarily notifies the Producer about any policy expiration or renewal requirements, such notification will not be deemed under this Section 6.02 to be a waiver of the Producer's responsibilities for all other insurance placed or arranged by any Provider for the Producer, and the Provider may insist upon the Producer's compliance with this Section 6.02 in all other cases.

## **7. Compliance with Applicable Laws**

7.01 Producer agrees that RSG may verify Producer licenses through the National Insurance Producer Registry or similar licensing clearinghouse and conduct any background check deemed necessary on Producer, its owners, officers, directors or licensed producers. Producer will notify RSG at once if Producer's license necessary to operate under this Agreement is suspended, revoked or otherwise terminated, voluntarily or involuntarily, in any state or U.S. Territory. No commissions shall be due for any submission for which Producer is not properly licensed. If Producer fails to maintain the necessary licenses, Producer shall indemnify and hold harmless RSG and any Provider for any losses, claims, expenses, reasonable attorneys' fees, penalties or fines arising therefrom.

7.02 Producer agrees to comply with all insurance laws and regulations. Producer will promptly notify RSG of any regulatory complaint, investigation, or alleged violation of law regarding any business produced under this Agreement.

7.03 Each Party shall comply with applicable laws regarding customer data or personal information ("PI") as such is defined in applicable privacy and data security laws and regulations ("Privacy & Data Laws") regulating the use, maintenance or disclosure thereof by the Parties' and their affiliates' employees, customers, policyholders or claimants.

## **8. Ownership of Expirations**

8.01 The Producer's records, together with the use, control, and ownership of expirations applicable to any insurance placed or arranged by or through Provider will remain the Producer's property, and such records and expirations will remain the property of the Producer even if there is a good faith dispute between the Producer and the Provider with respect to the accounting and/or payment of premiums, taxes if applicable, and other amounts due and owing.

## **9. Termination**

9.01 This Agreement may be terminated by RSG or the Producer for any reason by written or electronic notice to the other Party stating when such termination is to be effective; *provided, however*, that any such termination will not relieve the Producer's and any applicable Provider's obligations to each other with respect to payment of premium and taxes, if applicable, or compensation for insurance placed or arranged hereunder before the effective date of termination.

9.02 If RSG terminates this Agreement because the Producer does not pay any premium or taxes, if applicable, when due, any applicable Provider, at its option, may offset against such unpaid premium, or taxes if applicable, the amount

of any future compensation otherwise payable to the Producer with respect to any insurance placed or arranged by the applicable Provider hereunder.

9.03 Termination of this Agreement will not affect any of the Producer's rights concerning the ownership of any insurance business, or expirations relating thereto, that any Provider placed or arranged hereunder for the Producer.

## **10. Indemnification**

10.01 Producer hereby agrees to indemnify, defend and hold harmless RSG, Ryan, the Providers and their officers, directors and employees from any and all losses, liabilities, suits, claims, expenses, reasonable attorneys' fees, penalties or fines, arising from the acts, errors or omissions, whether intentional or unintentional, of the Producer, its employees, representatives and sub-agents. This Section 10.01 will survive the termination of this Agreement.

10.02 Providers hereby agree to indemnify, defend and hold harmless the Producer, its officers, directors, and employees from any and all losses, liabilities, suits, claims, expenses, reasonable attorneys' fees, penalties or fines arising from the acts, errors or omissions of the Providers, whether intentional or unintentional. This Section 10.02 will survive the termination of this Agreement.

## **11. Electronic Trading**

11.01 During the term of this Agreement, and upon request of access to any RSG affiliate electronic trading sites ("Site" or "Sites"), RSG may provide to Producer a password to access and logon to the Site. Producer may not transfer or share its logon or password with anyone, except Producer may permit only its authorized agency employees to obtain and use the password and to access and use the content solely for the purpose of performing functions of daily business activity with RSG pursuant to this Agreement. Each user who uses the logon and password will be deemed to be authorized to access and use the Site by Producer, and RSG has no obligation to investigate the authorization or source of any such access or use. Producer solely will be responsible for all access to and use of the Site by anyone using the logon and password issued to Producer whether or not such access is actually authorized by Producer, including, without limitation, all communications, transmissions, transactions, and obligations (including, without limitation, financial obligations) that may result from such access or use. Producer will immediately notify RSG of any unauthorized use of the logon and password, any threatened or actual damage, hacking, security breach, or other unauthorized or illegal intrusion or use of the Site by any former or existing employee of Producer, or any other person. Producer shall hold the logon and password in strict confidence and shall not permit any use, disclosure, or distribution of such information to any person or entity except as expressly permitted under this Agreement. Producer's use, and the use by each user who uses Producer's logon and password, of the Site shall be subject to all terms and conditions of use posted on the Site, which are incorporated herein in their entirety by this reference, as the same may be amended from time to time, including, without limitation, any applicable liability disclaimer and limitation of liability. In addition to other indemnification obligations in this Agreement, Producer shall indemnify, defend, and hold harmless RSG's and its affiliates' respective officers, directors, employees, agents, and customers from and against all claims, injury, liability, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting, directly or indirectly, from any activity related to or arising from Producer's use of the Site, any of Producer's former or existing employee(s) use of the Site, and/or any use of the Site by any person using Producer's logon and password. RSG may, in its sole discretion, immediately suspend, terminate or refuse access to the Site and the related services or any portion thereof, or terminate Producer's logon and password, at any time, without notice, if RSG believes that Producer has transferred or shared its logon and password to the Site in violation of this Agreement or the terms and conditions of use posted on the Site, or Producer's use of the Site otherwise violates this Agreement, violates applicable law, or is harmful to the interests of RSG, its affiliates or their other customers.

11.02 During the term of this Agreement, RSG hereby grants Producer a non-transferable, non-assignable and non-exclusive license to use and access the Site for its intended purpose. This Agreement authorizes access to the Site by Producer's employees who are acting in compliance with applicable producer licensing laws. Producer must make the submission to the Site on behalf of the policyholder and no account may be "double brokered" from another producer without the written consent of RSG. The Producer must verify the product selected is suited to the policyholder's needs before binding. Premium refunds on policies cancelled may be delayed when it is necessary to issue a check. Producer may use, copy and distribute RSG materials as presented on the Site and without alterations as long as each copy: (i) is solely for business transacted through RSG under this Agreement and is not modified or altered in any manner other than providing policyholder responses on insurance applications; (ii) plainly displays all copyright and other proprietary notices in the same manner as the original; and (iii) displays a statement that the materials are used solely with permission from RSG. Except as expressly provided herein, Producer shall not modify, publish, reproduce, republish, create derivative works, copy, upload, post, transmit, distribute, or otherwise use the Site's content or frame the Site within any other web site without obtaining prior written permission from RSG. Producer may not directly access a Site or any underlying database thereof except via the standard browser/graphic user interface for such Site. Producer may not directly or indirectly (and Producer hereby covenants not to directly or indirectly) use any robot, script, or other automated tool to access or use a Site or any data or database thereof. Systematic retrieval of data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory, without the prior written permission from RSG is prohibited.

11.03 Each Party agrees to maintain information security policies and procedures that include administrative, technical and physical safeguards designed to (i) ensure the security of customer data and PI, (ii) protect against anticipated threats or hazards to the security or integrity of customer data or PI, (iii) protect against unauthorized access or use of customer data or PI, (iv) comply with all applicable Privacy & Data Laws in its use of customer data or PI, and (v) return all customer data or PI to the disclosing Party, upon its request, or ensure the proper disposal of customer data or PI ("Security Procedures"). If required by applicable law, each Party shall conduct a risk assessment to evaluate the adequacy of their Security Procedures and adopt policies in response to the risk assessment including but not limited to, access controls, multi-factor authentication, and use of encryption to protect customer data and PI. Each Party further agrees to immediately notify the other Party of any actual or suspected breach of Security Procedures and/or data breach involving customer data or PI disclosed under this Agreement and to appropriately document any and all corrective actions taken. Upon learning of any security event involving data provided in connection with this Agreement each Party shall: (a) promptly, at its own cost and expense, conduct its own internal investigation; (b) cooperate with the other Party in any investigation of a security event; (c) comply with Privacy & Data Laws. All statements, releases, notices or communication of a security event involving the other Party's data or facilities require the written approval of that Party, said approval to be timely provided and not unreasonably withheld. Each Party will promptly exchange with the other Party any complaints from insureds, prospects or other members of the public or any governmental agency regarding the performance or operation of the Site under this Agreement. Producer will require from its third-party contractors who have access to the Parties' customer data or PI an Agreement that requires compliance with the data protection laws and protection of any customer data or PI received in connection with this Agreement. With respect to PI, the Parties shall, to the extent required by applicable Privacy & Data Laws, carry out the instructions of the identified or identifiable natural living person to whom the PI relates ("Data Subject") regarding access to their data, correction of inaccuracies in their data, erasing their data, prevention of direct marketing, automated decision-making and profiling with their data, and the portability of their data (safely moving personal data from one IT environment to another). The Producer shall immediately inform the Data Subject if, in its opinion, an instruction infringes Privacy & Data Laws.

11.04 RSG may use PI and other information received in conjunction with this Agreement or the use of Sites to create non-identifiable information that RSG may use alone or in the aggregate with information obtained from other sources, in order to help RSG to optimally deliver existing products and services or develop new products and services. Additionally, RSG may use PI and other information about insureds, prospective insured and Producers to create

anonymized and aggregated information, such as de-identified demographic information, de-identified location information, information about the computer or device from which a person accesses the Sites, or other analyses RSG creates. Anonymized and aggregated information is used for a variety of functions, including the measurement of visitors' interest in and use of various portions or features of the Site. Anonymized or aggregated information is not PI, and RSG may use such information in a number of ways, including research, internal analysis, analytics, and any other legally permissible purposes. RSG may share this information within RSG and with third parties for RSG's or such third parties' purposes in an anonymized or aggregated form that is designed to prevent anyone from identifying insureds, prospective insureds, and Producers.

11.05 Producer shall comply with terms imposed by banks, credit card companies and electronic payment vendors authorized to accept credit cards, e-check or EFT (collectively "Electronic Payments"), including, but not limited to, chargeback rules. During the term of this Agreement and after termination Producer agrees to return its portion of fees or commissions required by any chargeback imposed for Electronic Payments as a result of Producer's transactions. The Producer shall notify RSG in writing as soon as practicable if a charge is disputed. Before arranging Electronic Payments, Producer agrees to implement reasonable security procedures designed to maintain security for Electronic Payments, including but not limited to, (a) maintaining a policy that addresses information security for employees and contractors; (b) restricting physical access to cardholder/accountholder information; (c) preventing storing or retaining card validation codes; (d) destroying or purging all media containing obsolete transaction data with cardholder/accountholder information after final transaction authorization; (e) keeping all systems and media containing card account, cardholder or transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorized party; and (f) using equipment intended to be Payment Card Industry Data Security Standard compliant. Producer agrees not to arrange any Electronic Payment transaction if it has knowledge or notice of any fact or circumstance which would indicate that any Electronic Payment transaction is fraudulent or not authorized by the related cardholder/policyholder or which would otherwise impair the validity or collectability of the cardholder/policyholder's obligation arising from such transaction or relieve the cardholder/policyholder from liability with respect thereto.

11.06 Producer acknowledges that RSG will need to access information about the policyholder from third party interfaces required for underwriting and compliance including, without limitation, address validation, OFAC verification, credit scores, protection class, distance to coast, property inspections, catastrophe modeling and vehicle and driver information. Producer acknowledges that RSG must investigate every person that is or may be party to a transaction on the Site including all prospective insureds, to ensure that such person or entity is not on the list of Specially Designated Nationals and Blocked Persons issued by the Office of Foreign Assets Control ("OFAC"), a division of the U.S. Treasury Department, as such list may be amended by OFAC from time to time. The Site shall conduct OFAC checks and comply with all applicable OFAC-related rules and regulations, and the applicable insurer's OFAC-related policies, including, without limitation, any policy that prohibits binding until all names are cleared. Producer represents and warrants that it has obtained legal and effective authorization from its prospective insureds to permit RSG to conduct such investigations. Producer will verify the identity of its customers.

11.07 In conjunction with this Agreement and, in particular, with respect to the Sites, Producer agrees, for itself and on behalf of the policyholder, to transact business with RSG using electronic communications, either via web forms on such Site or via email. Producer expressly consents, for itself and on behalf of the policyholder, to receive all notices, information, and other communications from RSG concerning any subject matter, but, in particular the Sites, via electronic email. Electronic communications will be deemed received by Producer when Producer's email message system reports that any email message that RSG or a Site sends to Producer has been received by Producer's system, regardless of whether Producer ever actually opens or reads such email. RSG may, but is not required, to use return receipt requests. Producer must maintain a valid email address and update same with RSG through the applicable Sites. RSG may terminate Producer's

access to any Site at any time that RSG determines Producer fails to maintain a valid email address. Producer shall comply with all applicable requirements to provide paper copies of documents to policyholders.

## **12. Notice**

12.01 Any notice under this Agreement by any Party must be in writing by distribution of hard copy to the last known mailing address, via email to [agencyadministration@ryansg.com](mailto:agencyadministration@ryansg.com) for RSG, via the email address provided by the Producer in conjunction with executing this Agreement for the Producer, or via the Sites or such other electronic portal as enabled by RSG.

12.02 Any notice given by the Producer under Section 12.01 to RSG also will be deemed to be notice to, and for the benefit of, all the Providers.

12.03 Any notice given by RSG under Section 12.01 to the Producer also will be deemed to be notice by, and for the benefit of, all the Providers.

## **13. Entire Agreement and Construction**

13.01 This Agreement constitutes the entire agreement of RSG, the Providers, and the Producer with respect to the subject matter hereof, and supersedes all prior understandings and agreements, whether written or oral, about such subject matter. This Agreement may not be modified, altered or amended without RSG's and the Producer's express written consent, which may be acknowledged via the electronic portal as enabled by RSG. The Producer may not assign this Agreement without the express written consent of RSG.

13.02 Forbearance, neglect or failure by either Party to enforce any or all of the provisions of this Agreement or to insist upon strict compliance by the Agreement shall not be construed as a waiver of any rights or privileges of such Party. A waiver of a past act or circumstance shall not constitute or be a course of conduct or waiver of any subsequent action or circumstance.

13.03 In case any of the provisions contained in this Agreement are, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the validity of any other provision of this Agreement.

13.04 The section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

13.05 All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

This National Producer Agreement is executed as of the Effective Date indicated below by the Producer.

**IMPORTANT**

THE FOLLOWING INFORMATION MUST BE PROVIDED TO COMPLETE PROCESSING. PLEASE RETURN TO [agencyadministration@ryansg.com](mailto:agencyadministration@ryansg.com)

**PRODUCER**

Effective Date:			
<b>Full Name of Agency:</b>			
Fictitious or Assumed Name: If none, please indicate with "none" or "N/A"			
Do you have multiple locations/branches/divisions? No <input type="checkbox"/> Yes <input type="checkbox"/>			
For each legal name, entity and/or FEIN included as a Producer under this Agreement, please attach a schedule of locations indicating the applicable legal entity(s), name(s), FEIN(s), and the office, division or region with which it operates under, and attach a W9 form for each FEIN indicated. Producer must notify RSG promptly of any change in the information provided on the schedule.			
Mailing Address:	Street: City:	State:	Suite/Floor: Zip Code:
Physical Address: (if different than above)	Street: City:	State:	Suite/Floor: Zip Code:
Main Phone Number:	Main Fax Number:		
Website:			
<b>Producer Agreement Contact:</b>	E-mail Address:		
Name:	Phone Number:		
<b>Accounting Contact:</b>	Email Address:		
Name:	Phone Number:		
Parent Company: (If none, please indicate with "none" or "N/A")			

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

Signature of Producer's Duly Authorized Representative on behalf of all entities indicated above or on the schedule attached hereto

Print Name:

Title:

**Ryan Services Group, LLC**

By:   
Brendan Mulshine, Executive Vice President