

Producers Agreement

THIS AGREEMENT, by and between _____ hereinafter designated as “Producer”, and LANE & ASSOCIATES, INC., and having its principal office at 3421 N. Causeway Blvd, Suite 800, Metairie, LA 70002, hereinafter designated as “General Agent”, general agents for various companies, hereinafter designated as “Company” or “Companies”.

WHEREAS, Producer desires to place certain business with various companies through General Agency and General Agent desires to accept such insurance business from said Producer.

NOW THEREFORE, it is understood and agreed that General Agent will, subject to approval of Company, accept risks, in accordance with the Rates, Rules and Forms approved for use by the Company.

1. **LICENSING:** Producer is licensed as an agent or broker in accordance with the laws and regulations of the states in which business may be transacted, and will furnish proof of such licensing upon request by the General Agent and/or Company.
2. **AUTHORITY:** Producer is not an agent or employee of General Agent or Company and has no authority to bind General Agent or any of its Companies to any contract of insurance or any other contractual obligations.
3. **GUARANTEE OF PAYMENT:** Producer guarantees payment to General Agent of all collected premiums, including deposit and adjustable premiums, on policies of insurance placed by General Agent for Producer.
4. **ACCOUNTING:** The General Agent will render an account of such business as produced by Producer on a monthly basis. Unless otherwise stipulated, the Producer will submit cash with applications to the General Agent, or, upon approval of the General Agent in writing, the balance shown on the monthly account rendered by the General Agent shall be paid no later than 15 days after the end of the month or which account is rendered.
5. **FINANCED PREMIUMS:** If General Agent received payment from a finance company, the return premium, less unearned commission will be remitted by General Agent to Producer. A copy of the finance contract between insured and finance company, will be submitted to the General Agent with the insured applications. Producer agrees to hold General Agent harmless from any responsibility for payment of return premium to finance company or insured, other than covered above and further agrees that financing arrangements do not diminish responsibility for payment by Producer.
6. **FEES:** Producer agrees policy fees, consulting fees, and inspection fees are fully earned upon binding. Policy premium will be short-rated or pro-rated depending on the manuals in use by the Companies.
7. **CLAIMS:** Producer shall accept and promptly forward to General Agent preliminary reports of all claims. The Producer shall have no authority to settle, adjust, or otherwise handle any claims on insurance, that has been written pursuant to the Agreement. Company reserves the right to assign or otherwise authorize any undertaking relative to an investigation, adjustment, or defense of any claim made as a result of agreement to insurance which has been written pursuant to the Agreement.
8. **CANCELLATION OF AGREEMENT:** This agreement shall apply to current policies already placed and in force at the date hereof and all future policies which may be placed by General Agent for Producer. This agreement may be canceled at any time by written notice of either party to the other, but such cancellation shall not alter the continued application of this agreement to policies in force.
9. **INSURANCE:** Producer has, and will maintain throughout the duration of this Agreement, an errors and omissions policy covering its activities and obligations under this Agreement, as well as those of its agents, solicitors, servants, employees, and anyone else acting as its representative, with limits of not less than \$1,000,000 per claim and a per claim deductible not

to exceed the Producer's financial capabilities, as determined in General Agents's sole discretion. Producer agrees to provide General Agent with proof of such coverage annually and at such other times as General Agent may reasonably request.

10. **OWNERSHIP OF EXPIRATIONS:** Producer retains ownership, use and control of expirations, records and work product unless Producer has failed to fulfill its premium payment obligations pursuant to the Agreement.
11. **DISCLOSURE OF CONFIDENTIAL INFORMATION:**
- A. Each party warrants the disclosure of Confidential Information to the other party is in accordance with applicable state and federal law and the party's own stated privacy policies. Each party agrees not to use Confidential Information of the other party for any purpose other than the fulfillment of such party's obligations to the other party under this Agreement. All Confidential Information relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Each party shall, however, be permitted to disclose relevant aspects of the party's Confidential Information to its officers, agents, subcontractors, and employees to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement, provided that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions this Agreement by such officers, agents, subcontractors and employees. Each party further agrees promptly to advise the other party in writing of any misappropriation, or unauthorized disclosure or use by any person of Confidential Information which may come to its attention and to take all steps reasonably requested by the other party to limit, stop or otherwise remedy such misappropriation, unauthorized disclosure or use.
 - B. Each party has or shall develop, implement and maintain a comprehensive information security program to protect Confidential Information that includes administrative, technical and physical safeguards appropriate to its size and complexity and nature and scope of its activities. The objective of each information security program shall be to ensure the security and confidentiality of Confidential Information, protect against any anticipated threats or hazards to the security or integrity of Confidential Information and protect against the unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to the other party. Upon written request, a party shall provide to the other party information, such as audits or summaries of test results, demonstrating the effectiveness of its information security program.
 - C. Each party will ensure that any third-party to whom it transfers Confidential Information (as may be authorized by this Agreement), enters into an agreement to protect the confidentiality and security of Confidential Information in the same manner as required by this Agreement.
 - D. It is agreed that the unauthorized disclosure or use of any Confidential Information may cause immediate or irreparable injury to the party providing the Confidential Information, and that such party may not be adequately compensated for such injury in monetary damages. Each party therefore acknowledges and agrees that, in such event, the other party shall be entitled to seek any temporary or permanent injunctive relief necessary to prevent such unauthorized disclosure or use, or threat of disclosure or use.
 - 1. **Confidential Information Defined** "Confidential Information" of a party shall mean and include information about hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, methods, processes, procedures, improvements, "Know-how", compilations, market research, marketing techniques and plans, business plans and strategies, customer names and all other information related to customers, including without

limitation any “nonpublic personal information,” price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, graphic or machine-readable form, which is unpublished, not available to the general public or trade, and which is maintained as confidential and proprietary information by the disclosing party for regulatory, customer relations, and/or competitive reasons. Confidential Information shall also include such confidential and proprietary information or material belonging to a disclosing party of or to which the other party may obtain knowledge or access through or as a result of the performance of its obligations under this Agreement. Confidential Information also includes any information described above which the disclosing party has obtained in confidence from another party who treats it as proprietary or designates it as Confidential Information, whether or not owned or developed by the disclosing party.

2. **Exceptions** Notwithstanding anything to the contrary herein, neither party shall have any obligation with respect to any Confidential Information of the other party, or any portion thereof, which the receiving party can establish by competent proof; (i) is or becomes generally known to companies engaged in the same or similar businesses as the parties hereto on a non-confidential basis, through no wrongful act of the receiving party; (ii) is lawfully obtained by the receiving party from a third-party which has no obligation to maintain the information as confidential and which provides it to the receiving party without any obligation to maintain the information as proprietary or confidential; (iii) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidence by tangible records kept by the receiving party in the ordinary course of its business; (iv) is independently developed by the receiving party without reference to the disclosing party’s Confidential Information; or (v) is the subject of a writing agreement whereby the disclosing party consents to the use or disclosure of such Confidential Information.

If a receiving party or any of its representatives shall be under a legal obligation in any administrative or judicial circumstance to disclose any Confidential Information, the receiving party shall give the disclosing party prompt notice thereof so that the disclosing party may seek a protective order and/or waiver, if the receiving party or any such representative shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose. In such event, disclosure pursuant to the order of such tribunal may be made by the receiving party or its representative without liability hereunder.

3. **Term: Return of Materials** For as long as a party continues to possess or control the Confidential Information furnished by the other party, and for so long as the Confidential Information remains unpublished, confidential, and legally protectable as the intellectual property of the disclosing party, (except as otherwise specified herein), the receiving party shall make no use of such Confidential Information whatsoever, notwithstanding the termination or expiration of this Agreement. The parties acknowledge their understanding that the termination or expiration of this Agreement shall not be deemed to give either party a right or license to use or disclose the Confidential Information of the other party. Any materials or documents, including copies thereof, which contain Confidential Information of a party shall be promptly returned to such party upon the request of such party except that copies may be retained, if required, for legal or financial compliance purposes. Upon termination or expiration of this Agreement, all materials or documents, including copies thereof, which contain Confidential Information of a party shall be promptly returned to such party or destroyed except that copies may be retained, if required, for legal or financial compliance purposes.

12. **OTHER PROVISIONS:** Producer understands that neither the Company nor the General Agent assumes any responsibility toward any policy holder or sub-producer with regard to the adequacy, amount or form of coverage, and agrees to hold Company and General Agent harmless from any claim asserted against same. Producer shall indemnify and hold the General Agent and Company

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harmless from any and all claims, demands, causes of action, damages, judgments and expenses (including but not limited to attorney fees and court costs) which may be made against the General Agent or Company which arise, either directly or indirectly, out of any action or inaction by the Producer, or Producer's employees or representatives, in connection with any rights or obligations of the Producer incurred pursuant to this Agreement. The General Agent shall indemnify and hold the producer harmless from any and all claims, demands, causes of action, damages, judgments and expenses (including but not limited to attorney fees and court costs) which may be made against the producer which arise, either directly or indirectly, out of any action or inaction by the General Agent, or General Agent's employees or representatives, in connection with any rights or obligations of the General Agent incurred pursuant to this Agreement.

Producer Name: _____ Taxpayer ID No.: _____

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____