

PRODUCER AGREEMENT

This agreement is entered this _____ day of _____ 20____, by and/or between Motor Transport Managers, LLC, a limited liability corporation, 1605 Main St. Unit 800, Sarasota, FL 34236, herein after referred to as "MTM" and _____ hereinafter referred to as PRODUCER. MTM acknowledges that this Agreement is between itself and the PRODUCER entity which it conducts business and that MTM will not contest the enforceability of this Agreement on the basis that PRODUCER is the signatory.

Witnesseth that:

Pursuant to the request that the insurance markets and underwriting facilities of MTM be made available to the undersigned as a PRODUCER, MTM hereby grants authority to PRODUCER to receive proposals for contracts of insurance covering risks applicable to such insurance markets and underwriting facilities subject, however, to any restrictions placed upon such PRODUCER by the laws of the state or states in which such PRODUCER is authorized to write insurance business and to the terms and conditions hereinafter set out.

It is hereby agreed between MTM and PRODUCER as follows:

1. LICENSING

PRODUCER warrants to MTM that PRODUCER is properly licensed as contemplated by this Agreement in its state of domicile and in all other states in which PRODUCER transacts business. PRODUCER will maintain such license(s) in good standing for the duration of this Agreement.

MTM warrants to PRODUCER that MTM is properly licensed as contemplated by this Agreement in its state of domicile and in all other states in which MTM transacts business. MTM will maintain such license(s) in good standing for the duration of this Agreement.

2. PAYMENT OF PREMIUMS

PRODUCER accepts full and entire responsibility for the collection and payment of all premiums (including minimum earned premiums), countersignature fees and resulting charges required by any state, or any other applicable fees and taxes; and PRODUCER agrees to pay MTM the net amount of premiums due for all policies bound by MTM on behalf of an Insurer, net of commissions, which is 10%. Premiums will be billed on a per-invoice basis with payment due by the due date shown on each individual invoice. . Specific billing and payment procedures to be followed by PRODUCER are attached as Exhibit A to this Agreement

To affect the binding of an account with MTM, PRODUCER agrees to request same in writing and agrees that they are responsible for any earned premiums incurred in absence of furnishing deposit in accordance with the "Guarantee of Payment" provision of this agreement. All premiums will be rendered on per-invoice basis with payment due by the due date shown on each individual invoice. MTM's failure to strictly enforce payment terms on any particular policy will not constitute a waiver of its right to cancel any policy at any time for failure to receive funds within the time allowed by this agreement.

3. FINANCING OF PREMIUMS

The PRODUCER shall forward to MTM upon the PRODUCER's knowledge thereof, all correspondence or notices with relation to the financing or proposed financing of premiums by any policyholder.

The PRODUCER is not and shall not hold itself out as an agent of MTM or the Insurance Company for the purpose of obtaining premium financing and agrees to hold MTM harmless from any responsibility for payment to the premium finance company, and further agrees that financing arrangements do not diminish the responsibility for the timely payment of premiums by PRODUCER to MTM. MTM or any Insurance Company represented by them reserves the right to refund premiums directly to the premium finance company upon cancellation of a policy(ies). The PRODUCER and its retail agent shall refund applicable commission to the premium finance company or MTM in the event of cancellation of a policy(ies).

4. GUARANTEE OF PAYMENT

In consideration of MTM accepting business from PRODUCER, PRODUCER guarantees payment to MTM of all earned premiums including but not limited to deposits, audits, and endorsements on all policies of insurance placed by PRODUCER with MTM except as noted in section 5. PRODUCER agrees to pay MTM a return commission on all returned premium adjustments at the same rate that was originally applied to such coverage. PRODUCER understands that MTM, without limitation of its other rights and remedies, reserves the right to cancel any policy for non-payment of premium.

PRODUCER further guarantees that they will be responsible for any extension of credit by PRODUCER's client or any other person.

5. UNCOLLECTIBLE ADJUSTABLE PREMIUMS

Additional premiums that have been determined by annual or interim audits and/or retrospective rating adjustments are fully earned on the last date that coverage was in effect. PRODUCER cannot be relieved of responsibility for the collection of such premiums unless MTM is subsequently relieved of its responsibility to the carrier. PRODUCER waives any right to commission payment under this provision if premiums are subsequently collected by MTM.

6. RESPONSIBILITY OF PRODUCER

The PRODUCER, in placing business under this Agreement, recognizes that he is not the agent or authorized representative of MTM or its underwriters. PRODUCER understands that in soliciting, receiving and transmitting applications and/or proposals to MTM for acceptance, on behalf of the Insurer, MTM is relying upon the accuracy of information provided by the insured through PRODUCER's retail agent and submitted to MTM.

If MTM places business with an Insurer pursuant to this Agreement, and such Insurer is replaced for any reason, MTM agrees that if the premium charged by the new Insurer is less than or equal to the premium charged by the replaced Insurer, PRODUCER will not be required to advance any premium in connection with such replacement.

7. **MUTUAL INDEMNIFICATION**

MTM agrees to indemnify and hold harmless PRODUCER and any affiliated company, their officers, directors, employees and agents, from and against any and all claims, damages, or liabilities, including reasonable attorney's fees, costs and other expenses incurred by PRODUCER arising directly from any acts, omissions, or breach of this Agreement by MTM. In addition, PRODUCER agrees to indemnify and hold harmless MTM and any affiliated company, their **officers, directors, employees and agents, from and against any and all claims damages, or liabilities including** reasonable attorneys' fees, costs and other expenses incurred by MTM arising directly from any acts, omissions, or breach of this Agreement by PRODUCER.

8. **CONTROL OF EXPIRATIONS**

The PRODUCER having accounted for and paid over all premium for which is be liable, the PRODUCER's records and the use and control of expirations shall remain the property of the PRODUCER and left to his undisputed possession and control.

9. **TERMINATION**

In the event of termination of this agreement, if PRODUCER shall have promptly accounted for and paid over premiums for which PRODUCER is liable, PRODUCER's records and use and control of expirations shall remain the property of PRODUCER and be left in PRODUCER's undisputed possession. However, if PRODUCER shall not have accounted for and paid over all premium for which PRODUCER is liable, such records and use and control of expirations as to all insurance tendered to and accepted by MTM shall immediately vest in MTM, which shall have the right to immediately demand and receive physical delivery of all, records and other materials pertaining to such expirations. Such vesting in MTM shall be limited to the obligation due MTM by the PRODUCER and shall be in addition to all other rights which MTM may have under the terms hereof, including the right to a full accounting and payment of all premiums due hereunder.

10. **EVIDENCE OF INSURANCE**

PRODUCER warrants that it has now and will maintain during the term of this agreement, Errors and Omissions insurance with a minimum limit in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. PRODUCER shall provide MTM with a copy a certificate of insurance, if requested by MTM.

11. **PRIVACY CLAUSE**

Both you and we may have obligations to safeguard customer information under Public Law NO. 106-102 (the Gramm• Leach-Bliley Act) and other federal and state privacy laws and regulations (herein collectively referred to as "Privacy Laws"). In accordance with those privacy Laws, you and we agree to the following:

Each party hereto agrees to comply with the Privacy Laws and agrees further not to take any action to cause the other party to violate such Privacy Laws. If the applicable Privacy Laws change, each party shall take such action as is necessary to comply. We agree not to disclose or use any non-public personal information as defined in the Privacy Laws ("Confidential Information") except for the purposes contemplated under the PRODUCER Agreement or as may be required by law. You agree not to disclose or use any Confidential Information received from us except for the purposes contemplated under the PRODUCER Agreement or as may be required by law.

12. COMPLETE AGREEMENT

This signed Agreement incorporates all of the previous and contemporaneous discussions, representations, understandings, and agreements between the parties with respect to the subject matter representations have been made to or relied upon by PRODUCER. This agreement supersedes all previous agreements, whether oral or written, and may be terminated by either party at any time upon written notice to the other, subject however to the discharge of all obligations incurred hereunder.

13. WAIVER

No waiver or modification of this agreement shall be effective unless it be in writing and signed by a duly authorized officer of MTM. The failure of MTM to enforce any provision of this Agreement shall not constitute a waiver by MTM of any such provision. The past waiver of a provision by MTM or the PRODUCER shall not constitute a course of conduct or a waiver in the future of that same provision

14. VENUE

It is agreed that any litigation between the parties hereto shall be instituted in the County of Sarasota within the State of Florida. It is further agreed that this Agreement shall be construed in accordance to the laws of the State of Florida.

In witness, whereof the parties have executed this agreement as of the effective date: _____

PROGRAM MANAGER:

Motor Transport Managers, LLC
1605 Main Street, Suite 800
Sarasota, FL 34236
(941)894-7208

By: _____ Date: _____

Title: _____

PRODUCER:

Agency Name: _____

Agency Address: _____

City: _____ State _____ Zip _____

By: _____ Date: _____

Title: _____

Attach a copy of the following documents and email along with Producer profile and Producer agreement to: Trogers@mtmangers.com

- 1 Current Errors & Omissions Declaration page.
- 2 Agency/PRODUCER License(s) in each State
- 3 Completed W-9 form
- 4 Executed Exhibit A

EXHIBIT A

Motor Transport Managers, LLC

Billing and Payment Procedures for Retail Producers binding coverage

Upon receipt of a request to bind coverage, Motor Transport Mutual Risk Retention Group, Inc. (“MTMRRG”) sends PRODUCER an invoice for the transaction(s).

1. Down Payment + Premium Financing invoices

The PRODUCER will receive **two separate invoices** for **Total Policy Cost** which includes:

- Premium
- Policy Issuance Fee
- Capital Contribution
- Premium Tax

The **First Invoice** includes a breakdown of the applicable down payment amounts due from PRODUCER

The “**Net Due**” from PRODUCER for the **First Invoice** is the amount due from PRODUCER, net of Commissions, to MTMRRG in order to proceed with the binding process.

The **Second Invoice** shows the balance due from the applicable premium finance company or PRODUCER.

2. First and Second Invoice Payment methods

Payment for the **First Invoice or Second Invoice** is accepted **via Wire or ACH** and banking instructions are contained in the invoice.

If PRODUCER chooses to **pay by check**, check can be sent to:
Motor Truck Mutual Risk Retention Group, Inc.
1605 Main Street, Suite 800
Sarasota, FL 34236

MTMRRG cannot accept payment via electronic check (Venmo, PayPal, Zelle, Google Pay, etc.) or deposit slips.

Sufficient proof of payment shall consist of a copy of Wire/ACH transaction receipt from PRODUCER’s bank which includes transaction number and transaction reference.

3. Binding and proof of payment conditions

The MTMRRG binding process will not be initiated, and state/federal filings will not be processed until MTMRRG receives proof that the “**Net Due**” has been initiated and funds are being processed to MTMRRG or if by check, until the check fully clears.

MTMRRG does not consider Documentation showing that PRODUCER has received funds from the insured to be proof of payment to MTMRRG.

4. Premium Financing

Funding of the **Second Invoice** for the from the premium finance company (or PRODUCER) is due within two weeks of the effective date. If funding is not received by MTMRRG within two weeks, the policy may be placed in cancellation for non-payment of premium.

Note: In the instance that a premium finance company is funding the total policy cost, including the down payment, the binding process will not be initiated, and state/federal filings will not be processed until MTMRRG receives funding from the premium finance company.

By signing below, PRODUCER acknowledges the Billing and Payment Procedures spelled out within this Exhibit A.

PRODUCER:

Agency Name: _____

By: _____ Date: _____

Title: _____

MOTOR TRANSPORT MUTUAL RISK RETENTION GROUP

PRODUCER PROFILE

Name of Agency: _____

Mailing Address: _____

Physical Address: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____ Website: _____

FEDERAL ID or Social Security #: _____

Agency License #: _____ Issue Date: _____ Expiration Date: _____

BACKGROUND

Year business established: _____ Date Incorporated: _____

During the past 5 years has the firm been acquired or merged with another firm or has the firm changed names?

Yes No. If yes, reason: _____

Is the Producer engaged in, owned by, associated with or controlled by any other business interests?

Yes No. If yes, name of firm: _____

PRINCIPALS AND LICENSED PERSONNEL

<u>Name of Principal(s)</u>	<u>Position</u>	<u>% of Ownership</u>	<u>Years at Agency</u>	<u>Email address</u>

<u>Name - Licensed (attach separate sheet if necessary)</u>	<u>License Number</u>	<u>Years Licensed</u>	<u>Years at Agency</u>	<u>Email address</u>

AGENCY QUESTIONNAIRE

Are you a (check all that apply): Surplus Lines Agent MGA Wholesaler Subsidiary Retail Agency (if applicable): Surplus Lines License # _____ Issue Date: _____ Expiration Date: _____

Do you accept and commercial business from other agents (double brokering)? Yes No. If yes, GWP _____%

Are you a subsidiary of any "parent" company or entity? Yes No. Firm is _____% Retail _____% Wholesale

Have any carrier contracts been terminated or non-renewed by you or with your agency in the past 24 months?
 Yes No. If yes, name of the company and reason for termination(s): _____

Does your agency have any balance due companies that are over sixty (60) days? Yes No. If yes, explain: _____

List of current MGA's or wholesalers you do business with: _____

Do you write business outside your State? __Yes __No. Non-resident #/States: _____

<u>List the Five (5) largest companies in rank by premium</u>	<u>Approximate Volume</u>	<u>Loss Ratio</u>

FINANCIAL

Accounting address, if different: _____

Contact: _____ Email: _____

Indicate E & O Carrier (attach a copy of Declarations Page)

Company: _____ Limit: _____

Policy #: _____ X-date: _____

How many E & O claims have you or your agency had in the past 5 years? If any, describe below _____

Has any E & O insurance ever been cancelled or increased due to claims activity/poor loss results? Yes No.
If yes, what years? _____

Has anyone in your company been under investigation, received disciplinary action or convicted by any regulatory body with respects to unfair business practices, deceptive trade practices, insurance fraud or other violations?
 Yes No. If yes, explain: _____

Any pending or threatened litigation or judgments in the past 5 years exceeding \$10,000 against the agency or any principals? Yes No. if yes, describe: _____

The Fair Credit Reporting Act Public Law 91-508 requires us to disclose to the prospective producer, that as part of our routine procedure, the Company may inquire as to the character, general reputation, personal characteristics and mode of living of said prospective producer. This information will be obtained through a regular reporting company, usually the Retail Credit Company.

THE UNDERSIGNED HEREBY DECLARES THAT THE ANSWERS GIVEN WITH RESPECT TO THE FOREGOING QUESTIONS ARE TRUE, COMPLETE AND ACCURATE WITH NO MISREPRESENTATIONS, OMISSIONS OR ANY OTHER CONCEALMENT OF FACT. I FURTHER UNDERSTAND THAT ANY INFORMATION PROVIDED IN THIS PROUDCER PROFILE WILL BECOME PART OF THE PRODUCER AGREEMENT, IF APPROVED.

X _____
Producer Authorized Signature

Title: _____

Date: _____

Type/Printed Authorized Signature

Note: Please email completed questionnaire, broker agreement, copy of current E&O, resident license and non- resident license for all other writing states to: trogers@mtmanagers.com Your application will be reviewed for approval. If approved, you will be assigned an agency code and will be notified by email.

Thank you for doing business with Motor Transport Managers, LLC.

*****Please attach a copy of your agency errors and omissions policy declaration page. A minimum of a \$1,000,000 limit is required to be approved as an Motor Transport Managers, LLC Producer.*****

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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	-		-		
OR					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.